

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James W. McDonnell and Mae Ruth McDonnell, his  
wife of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to A. Arthur and Annie Arthur, his wife  
 of Tulsa County, Oklahoma, to-wit: the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Two (2), the North One Half (N $\frac{1}{2}$ )  
 of Lot Three (3), the South One Half (S $\frac{1}{2}$ ) of  
 Lot Three (3), and all of Lot Four (4), all  
 in Glen Acres Sub-Division of the North One  
 Half (N $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of  
 Section Eight (8), Township Nineteen North  
 (19N), Range Thirteen East (13E), according  
 to the recorded plat thereof,

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Ten Thousand Five Hundred (\$10,500.00) DOLLARS

with interest thereon at the rate of eight per cent, per annum, payable semi annually from date

according to the terms of their certain promissory note described as follows, to-wit:

One note, dated January 26th, 1923, in the amount of Ten Thousand Five Hundred (\$10,500.00) Dollars, payable three years after date, to order of A. Arthur and Annie Arthur at The First Nat'l Bank in Tulsa, Okla., with interest at eight per cent per annum from date, payable semi-annually until paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second parties shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Ten (\$10.00) Dollars and ten per cent of principal DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 26th day of January, 1923

James W. McDonnell SEAL

Mae Ruth McDonnell SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 26th day of January, 1923, personally appeared James W. McDonnell

and Mae Ruth McDonnell, his wife

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.  
 Witness my signature and official seal the day and year last above written.

My commission expires 10-20-1925 (SEAL) Estelle Simpson Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Jan, A. D., 1923 at 10.50 o'clock A. M. Book 402, Page 384

By Brady Brown Deputy O. G. Weaver County Clerk.

THEASURER  
 I hereby certify that I received \$6.30 and will  
 Reassess No. 2463. Heater in payment of mortgage  
 tax on the within mortgage.  
 Date: this 22 day of Jan. 1923  
 WAYNE L. DICKEY, County Treasurer  
 Deputy