

#221593 N3.

The News-Dispatch Print & Audit Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clyde Moore and Bessie G. Moore,

of Tulsa, Tulsa, xxx County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Netta F. Shirk, - - - - -

of - - - - - part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

I hereby certify that I received \$ 330 and receipt
Receipt No. 7718 in payment of mortgage

Dated this 12 day of Feb., 1923

WAYNE L. DICKEY, County Treasurer

Lot Two (2), Block Two (2), of the Friend
Addition to the City of Tulsa, and Lot
Six (6), Block Three (3) of Tulsa Title &
Trust Addition.(This mortgage is a second mortgage, subsequent
and inferior only to a mortgage executed by first
parties, dated February 8, 1923, running to C. A.
Steele, covering the first above described landas security for the payment of \$6,000.00; and a mortgage executed by first parties,
dated February 6th, 1923, running to Gum Brothers Co., covering the last above described
land, as security for the payment of \$6,000.00)

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 - - - - -

Five Thousand Five Hundred (\$5,500.00) - - - - - DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from date

according to the terms of 36- certain promissory note 8 described as follows, to-wit:

Thirty-five (35) notes of even date herewith, for \$150.00
each, the first note payable March 8th 1923, and the other
notes payable at intervals of one (1) month each, and One (1)
note of even date herewith, for \$250.00, payable three (3)
years from the date hereof; all notes bearing interest at
the rate of 8 per cent, payable semi-annually.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, - - - - - will pay a
reasonable attorney's fee of - - - - - 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 8th day of February, 1923.

Bessie G. Moore, SEAL

Clyde Moore, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - -, a Notary Public in and for said County and State, on this - - - - -

day of February 23, 1923, personally appeared Clyde Moore and Bessie G. Moore,

his wife,

xxx

to me known to be the identical person, 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 September 25, 1924. (SEAL) W.J. Henry, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of Feby. A. D. 1923

at 4:25 o'clock P. M. Book 402, Page 484

By Brady Brown, Deputy. (SEAL) O.G. Weaver, County Clerk.