

COMPARED

222020 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Chas. T. Abbott, Forrest C. Welch, S. D. Pickering, Louis D. Lewk and W. J. Brown, of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to Edward McCoy

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

North one half ($\frac{1}{2}$) of South-west quarter ($\frac{1}{4}$) of Section Twenty (20) Township Nineteen (19) North, Range Thirteen (13) East, Tulsa County Oklahoma, Eighty (80) acres more or less.

It is understood and agreed that mortgagors, intend to sub-divide and and plat the above described property into lots, blocks, streets and alleys and the said mortgagee hereby agrees that upon the payment to him of the sum of Seven Hundred (700.00) dollars, that he will release any tract of three acres or less and that upon like payment per tract he will release such further and other tracts upon request of Mortgagors or whom-so-ever may be the owner of said property, from the lien of this mortgage.

It is further agreed that mortragor may pay Five hundred (\$500) dollars or any multiple thereof at any date, and that on the amount so paid, the interest shall cease thereon.

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

Twenty-one thousand (\$21,000.00)

DOLLARS

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

according to the terms of five (5) certain promissory note S described as follows, to-wit:

One note of \$5000.00 due in one year from date
One note of \$1000.00 due in two year from date
One note of \$5000.00 due in three years from date
One note of \$5000.00 due in four years from date
One note of \$5000.00 due in five years from date

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 part V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ies will pay a reasonable attorney's fee of Two hundred and fifty (\$250.00) DOLLARS, which this mortgage also secures.

Part ies 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 16th day of February, 1923

Louis D. Lewk
W. J. Brown

Chas. T. Abbott SEAL

Forrest C. Welch SEAL

S. D. Pickering SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this Sixteenth day of February, 1923 personally appeared Chas. T. Abbott, Forrest C. Welch and S. D. Pickering, Louis D. Lewk & W. J. Brown

and --- to me known to be the identical person S 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 June 15th, 1926. (Seal) Guy W. Settle, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Feb., A. D., 1923 at 2:00 o'clock P.M. Book 402, Page 503

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