

The New-Bright Print & Bind Co., Shawnee, Okla.

222438 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Carrie L. Mays and N. E. Mays (wife and husband)

a _____ of Tulsa County, Oklahoma, part^{ies} of the first part, have mortgaged and hereby mortgage to Security State Bank, Kiefer, Okla. (a corporation)

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

All of Lot Five (5) in Block Two (2) in Galbreath-Russell-Colcord Addition to the Town of Red Fork, Tulsa County, Oklahoma, according to the recorded plat thereof.

I hereby certify that I received \$40
 Payee No. 7858 in payment of mortgage
 on the within mortgage
 Dated this 21 day of Feb. 1923

WAYNE L. DICKEY, County Treasurer

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 _____

Two Thousand & No/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable Quarterly annually from Maturity

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

One promissory note, bearing date of February 10th, 1923, in the amount of Two Thousand (\$2000.00), in favor of the Security State Bank of Kiefer, Oklahoma, (a corporation). Said note being due Ninety Days from date and bearing interest at the rate of Ten per cent per annum, payable from maturity.

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 part^V 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 Two Hundred & No/100 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 10th day of February, 1923.

Carrie L. Mays SEAL

N. E. Mays SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 10th day of February, 1923, personally appeared _____

Carrie L. Mays and N. E. Mays (wife and husband)

and _____ 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 January 15th, 1927. (Seal) Cecil L. Henry, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Feb. A. D. 1923 at 12:00 o'clock - M. Book 402, Page 524

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