

222483 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jno. D. McClelland and Irene McClelland, his wife,
a _____ of Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Robt. E. Adams
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 Bungalow Court Addition
to the city of Tulsa, Oklahoma, according to
the recorded plat thereof.

TEASURER
I hereby certify that I received \$ 24
Re No. 7867 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.

Deputy

This mortgage is given to secure the principal sum of _____

Twelve hundred fifty and no/100

DOLLARS

eight

monthly

date

with interest thereon at the rate of _____ per cent, per annum, payable _____

according to the terms of 16 certain promissory note S described as follows, to-wit:

Sixteen notes, numbered 1 to 16, inclusive, each for the sum of \$75.00 on principal except Note No. 16 which is for the sum of \$125.00 on principal. Note No. 1 matures March 19, 1923, and each consecutive note matures on the 19th of each and every month thereafter until all of such notes are paid. All of said notes have added to their face the interest on the entire deferred amount computed at the rate of 8% per annum and payable monthly.

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, they will pay a reasonable attorney's fee of \$10.00 and ten percent of the amount hereof 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 19th day of February, 1923

Jno. D. McClelland SEAL

Irene McClelland SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 19th day of February, 1923, personally appeared _____

Jno. D. McClelland and his wife, Irene McClelland

and _____
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 Aug. 21, 1924. (Seal) Harold S. Philbrick, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Feb. A. D. 1923 at 3:10 o'clock P. M. Book 402, Page 527

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