

222484 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. S. Henderson and Norma Henderson, husband and wife;a _____ of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to R. M. McGreery,of _____ part Y 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 Three (3) of the subdivision of a part of Block Five (5) of Terrace Drive Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S RECEIPT

I hereby certify that I received \$1,620 and interest from 7866 in payment of mortgageon the 21st day of Feb. 1923

WALTER L. HENLEY, 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 _____

Twenty-seven hundred and no/100

DOLLARS

eightwith interest thereon at the rate of _____ per cent, per annum, payable monthly _____ from _____ dateaccording to the terms of 36 certain promissory note S described as follows, to-wit:

Thirty-six notes for the sum of \$75.00 each on principal, numbered 1 to 36, inclusive. Note No. 1 matures March 14, 1923, and each consecutive note matures on the 14th of each and every month thereafter until all of such notes are paid. Said notes are drawn to include interest, each note having added to the principal the interest on the entire deferred amount from month to month computed at the rate of 8% per annum.

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 Y 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, they will pay a reasonable attorney's fee of \$10.00 and 10% hereof, 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 14th day of February, 1923.R. S. Henderson

SEAL

Norma Henderson

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 14th day of February, 1923, personally appeared _____

R. S. Henderson and Norma Henderson, husband and wife,

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 October 4th, 1924. (Seal) B. M. Grotkop, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Feb., A. D., 1923 at 3:20 o'clock P. M. Book 402, Page 528

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