

222726 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. M. McCreery and Oma McCreery, his wife
 of Tulsa, Tulsa County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to Wiltz B. Tribble
 of part J of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in Block Three (3) of a Sub-division
 of a part of Block Five (5) of Terrace Drive
 Addition to the City of Tulsa, County of Tulsa,
 State of Oklahoma, according to the recorded plat
 thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 460 and better
 Rate No. 7918 in payment of taxes
 due on the within part J.

Dated this 24 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.

ag
 Deputy

This mortgage is given to secure the principal sum of

Four Thousand Dollars

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from February 23, 1923

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

One note for the principal sum of \$4000.00 of even date herewith
 due and payable on the first day of February, 1926, with interest
 thereon at the rate of eight (8) per cent per annum from date
 until maturity and ten (10) per cent after maturity.

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, they will pay a
 reasonable attorney's fee of Four Hundred (\$400.00) 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 23rd day of February, 1923.

R. M. McCreery SEAL

Oma McCreery SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 23rd
 day of February, 1923, personally appeared

R. M. McCreery

and Oma McCreery, his wife,

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 Mar. 4, 1924. (Seal) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Feb. A. D., 1923
 at 11:35 o'clock A. M. Book 402, Page 549.

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