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REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Shirley Cole McCune and Joseph M. McCune, her husband of the City of Tulsa, ~~xx~~ Tulsa County, Oklahoma, part ~~ies~~ of the first part, have mortgaged and hereby mortgage to Alfred T. Newman of Tulsa County, State of Oklahoma, to-wit:

Lots Three (3) and Four (4) in Block Five (5) of Morningside Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the amended plat of the amended plat thereof, together with the improvements thereon, known as 1524 Owasso Avenue,

I hereby certify that I received \$500.00 and interest thereon No. 17482 in payment of mortgage on the within mortgage. Dated this 28 day of Feb. 1923

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same. WAYNE L. DICKET, County Treasurer

This mortgage is given to secure the principal sum of FIVE THOUSAND (\$5000.00) and no/100 ⁴⁹ DOLLARS

with interest thereon at the rate of 6 1/2 per cent, per annum, payable semi-annually from date hereof until paid

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

Interest shall be paid semi-annually and after three years from date, payments of \$500.00 or any multiple thereof may be made on attorney or by legal proceedings. the principal at any interest payment date

Five (5) years after date for value received we promise to pay to Alfred T. Newman or order at the EXCHANGE NATIONAL BANK of Tulsa, Okla., the sum of Five Thousand (\$5000.00) and no/100 Dollars with interest at the rate of 6 1/2 per cent per annum from date until paid. The makers, endorsers, sureties, guarantors and assignors of this note severally waive demand, presentment for payment, protest and notice of protest and of non-payment, and agree and consent that, after maturity, the time for its payment may be extended from time to time by agreement between the holder and any of them or any multiple thereof may be made on attorney or by legal proceedings. They also agree to pay an attorney's fee of ten dollars and ten per cent. of this note if same is collected by an attorney or by legal proceedings. Shirley Cole McCune Joseph M. McCune

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 ~~ies~~ 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 FIFTY DOLLARS, which this mortgage also secures. First parties shall keep the above premises insured in an amount not less than \$8,000.00, said insurance to be made payable to the mortgage as his interest may appear. Part ~~ies~~ of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all tenet of the homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of February, 1923

Shirley Cole McCune SEAL

Joseph M. McCune SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 15th day of February, 1923, personally appeared Shirley Cole and Joseph M. McCune

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 Moh 2, 1925 (SEAL) Thomas R. Clift Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of Feb. 1923 at 2 o'clock P.M. Book 402, Page 571

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