

223601 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. B. McFarland and S. V. McFarlin, his wife

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, has
 mortgaged and hereby mortgage to W. R. McKnzie
 of _____ part ⁷ of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty two (22) in Eloomfield Heights, being a
 subdivision of Lot One (1) and the E. 8.36 acres
 of Lot Two (2) Sec. 2, Twp. 19 N. Range 13 East,
 and the W¹/₂ of SE¹/₄ of SE¹/₄ Sec. 35, Twp. 20 N. R.
 13 East.

TREASURER'S EXPOSURE ONLY
 I hereby certify that I received \$ ^{250.00} of _____
 Book No. ⁸¹¹² therefor in payment of _____
 tax on the within mortgage.
 Dated this ⁷ day of ^{March} 19²³
 WAYNE L. DUCKEY, 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 Hundred Fifty

DOLLARS

with interest thereon at the rate of ⁸ per cent, per annum, payable _____ annually from _____ date _____according to the terms of ¹ certain promissory note _____ described as follows, to-wit:

One note of date March 5, 1923 in sum of \$250.00 due Sep.
 1, 1923.

evidence of the within indebtedness.

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 ^S, that in the event action is brought to foreclose this mortgage, _____ will pay a
 reasonable attorney's fee of \$25.00 and 10% _____ DOLLARS,
 which this mortgage also secures.

Part ^{ies} of the first part, for said consideration, do ^{es} hereby expressly waive appraisalment of said real estate and all benefit of the
 homestead, exemption and stay laws in Oklahoma.

Dated this ¹ day of March, 19²³

J. B. McFarland

SEAL

Mrs. S. V. McFarland

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss: _____

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

J. B. McFarland

S. V. McFarland

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.

Dec. 20, 1924. (Seal) Esther Warren, _____ Notary Public.
 My commission expires _____

I hereby certify that this instrument was filed for record in my office on ⁶ day of March, A. D. 19²³at ^{2:00} o'clock ^{P.M.} Book 402, Page 597

Brady Brown,

Deputy,

(Seal)

O. G. Weaver,

County Clerk.