

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Robert McCoy Jr. and his wife, Helen McCoy

a \_\_\_\_\_ of Tulsa, \_\_\_\_\_ County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Clara C. Smith \_\_\_\_\_ of \_\_\_\_\_ part \_\_\_\_\_ of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty (20) Block Seventeen (17) of the Re-  
Subdivision of Block Six (6) and Lots One (1), Two  
(2) and Three (3) Block Four (4) of Terrace Drive  
Addition to the City of Tulsa, Tulsa County, Oklahoma,  
according to the Recorded Plat thereof.

RECEIVED  
I hereby certify that I received \$240 and issued  
Receipt No. 13683 in payment of mortgage  
dated the 11th day of Feb 1924

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 Four Thousand and No/100 (\$4000.00)

DOLLARS

with interest thereon at the rate of Eight per cent, per annum, payable monthly from date

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

One note of even date in the amount of \$4000.00, payable monthly at the rate of \$75.00, first payment due April 1st, 1924 and one payment due on even date of each and every month thereafter for 36 months, at which time entire deferred sum shall become due and payable; Said payment of \$75.00 shall include interest at the rate of 8% per annum, interest computed and payable monthly on entire deferred sum.

This mortgage is inferior and subject to a first loan in the amount of \$4000.00, now of record.

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, and to insure, and keep insured in favor of second party, buildings on said 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 parties 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% of unpaid principal hereof and Ten 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 8th day of February, 1924

Robert McCoy Jr. SEAL

Helen McCoy SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 8th day of February, 1924, personally appeared Robert McCoy Jr. and Helen McCoy, his wife,

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 March 4th, 1924. (SEAL) Harold J. Sullivan Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of Feby., A. D., 1924

at 4:00 P.M. Book 403, Page 100

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