

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Louise McCully and R.S. McCully ( wife and husband)

a of Tulsa, County, Oklahoma, part 1es of the first part, ha ve mortgaged and hereby mortgage to Elizabeth A. Schultz

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 Nine (9) in Block Four (4) in Boswell's Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 122.44 and issued Receipt No. 13464 thereon in payment of mortgage tax on the within mortgage.  
Dated this 25 day of January 1924  
W. W. Sweeney, 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 One thousand seventy five & 13/100 ----- DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable ----- annually from Date

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

One Promissory Note, bearing date of February 5th, 1923, in the amount of \$1075.13 payable one year from date. Said note bearing interest at the rate of eight per cent per annum, payable annually from date.

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 party 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, ----- will pay a reasonable attorney's fee of One hundred seven & 50/100 ----- 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 5th day of February 1923

Louise McCully SEAL

R. S. McCully SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 5th day of February, 1923, personally appeared Louise McCully and R.S. McCully, ( wife and husband )

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 January 15, 1927 (SEAL) Cecil L. Henry Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Jany A. D. 1924

at 11:00 o'clock A. M. Book 403, Page 31

By Brady Brown Deputy O.G. Weaver, County Clerk.

(SEAL)