

225373 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. O. James and Essie M. James, his wife

a _____ of Tulsa County, Oklahoma, part 1st the first part, ha^{ve}
mortgaged and hereby mortgage to Thos. P. Melvin and J. H. Boyle
of _____ parties of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-three (23) Block One (1) Sunset View
Addition to the city of Tulsa, Oklahoma according
to the recorded plat thereof.

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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 One Hundred Twenty-five and 00/100

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable semi- annually from _____ date _____

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

One note for \$375.00 due on or before six months from date hereof.
One note for \$375.00 due on or before twelve months from date hereof.
One note for \$375.00 due on or before eighteen months from date hereof.
All of said notes signed by W. O. James and Essie M. James, payable
to the order of Thos. P. Melvin and J. H. Boyle.

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, 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 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 they will pay a
reasonable attorney's fee of _____ as provided in said notes _____ 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 16th day of March, 19 23

W. O. James

SEAL.

Essie M. James

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 21st _____, a Notary Public in and for said County and State, on this 21st

day of March, 19 23 personally appeared _____

W. O. James

and Essie M. James, 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
their

the same as _____ 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 Dec. 19, 1925. (Seal) M. J. Rolette, Notary Public.

I hereby certify that this instrument was filed for record in my office on 22 day of March, A. D., 19 23

at 3:40 o'clock P. M. Book 439, Page 137

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