

COMPARED

MORTGAGE RECORD NO. 439

223691 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Raymond E. Day and Helen E. Day, his wife

a _____ of Tulsa County, Oklahoma, part ies the first part, has
 mortgaged and hereby mortgage to R. H. McCreery
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Four (4) Block Three (3) of Terrace Drive
 Addition to the City of Tulsa, according to the re-
 subdivision of a part of Block Five (5) of said Addition.

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 _____

Three Thousand and No/100 (\$3000.00)

DOLLARS,

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

according to the terms of 58 certain promissory note _____ described as follows, to-wit:

Thirty-seven notes of even date, numbered 1 to 37 inclusive for the sum of \$90.00 each, first note due one month from date and one note due on even date of each and every month thereafter until all 37 notes are paid. Said notes include interest at the rate of 8% per annum, computed and payable monthly on entire deferred sum. 1 note for the sum of \$72.98 due 38 months from date, said note includes interest to due date.
 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 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 y 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 10% of unpaid balance hereof and Ten _____ 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 27 day of February, 19 23

Raymond E. Day _____ SEAL

Helen E. Day _____ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this 27 day of February, 19 23, personally appeared _____

Raymond E. Day

and Helen E. Day, his wife,

to me known to be the identical person _____ 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 7 day of March, A. D., 1923 at 10:30 o'clock A. M. Book 439, Page 16

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