

COMPARED

## MORTGAGE RECORD NO. 439

225917 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. F. McBroom and Mabel E. McBroom, husband and wife,a \_\_\_\_\_ of Tulsa County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to W. M. Jaggersof \_\_\_\_\_ 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 Number Twenty Four (24) in Block Number One (1) in Lorraine Drive Addition to the city of Tulsa according to the recorded plat thereof, with all improvements thereon and appurtenances thereto belonging, and warranting the title to the same.

This mortgage is given subject to a mortgage for Fifteen Hundred and no/100 dollars, (\$1500.00) held by The Local Building and Loan Association, a corporation.

with all the improvements thereon and appurtenances thereto belonging, and warranting the title to the same.

This mortgage is given to secure the principal sum of \_\_\_\_\_

Nine Hundred Thirty and no/100 (\$930.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from \_\_\_\_\_ date \_\_\_\_\_

according to the terms of 31 certain promissory notes S described as follows, to-wit:

All drawn in favor of W. M. Jaggers, and dated March 17, 1923, each note for the sum of \$30.00 (Thirty Dollars), the first note being due and payable, on the 17th day of April 1923, and one note being due on the 17th day of each and every month thereafter until all of the thirty-one notes shall have been paid.

Receipt No. 89-57. In order in payment of mortgage.

Dated this 19th day of April, 1923

WAYNE L. DICKIN, County Treasurer

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 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 One Hundred 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 17th day of March, 1923.

E. F. McBroom

SEAL.

Mabel E. McBroom

SEAL.

STATE OF OKLAHOMA, County of Oklahoma, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 19th day of March, 1923, personally appeared \_\_\_\_\_

E. F. McBroom

and Mabel E. McBroom

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.

My commission expires 3/24-1925. (Seal) Merritt J. Glass, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of March, A. D., 1923 at 1:00 o'clock P. M. Book 439, Page 172

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