

MORTGAGE RECORD NO. 439

#223851 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. E. McConnell and Mary McConnell husband and
a wife, of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Mrs. J. J. Johnson,
of part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

TRASF. SEC. 10, 1923.
 I hereby certify that I received \$42 and when
 Record No. 8153 is recorded in payment of mortgage
 tax on the within mortgage.
 Dated this 4 day of March 1923.
WAYNE L. DICKER, County Treasurer
Deputy

Lot Seventeen (17) in Block
 Two (2) of Grutchfield Addition to the
 City of Tulsa, Tulsa County, Oklahoma,
 according to the recorded plat thereof.

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

Seven Hundred Dollars (\$700.00) and no/100 DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable annually from February 12th, 1923,

according to the terms of 47 certain promissory notes described as follows, to-wit:

Forty six notes in the amount's of \$15.00 each bearing interest
 at the rate of 8% per annum; the first note falling due March
 12th, 1923, and one note on the 12th day of each and every month
 thereafter for forty-six months all of said notes being dated
 Feb. 12th, 1923, also one note dated Feb. 12th, 1923, and due
 Forty seven months thereafter.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 frame and keep insured in favor of
second party building 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 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 \$10.00 and ten per cent of amount unpaid 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 10th day of February, 19 23.

W. E. McConnell SEAL

Mary McConnell SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 10th
 day of February, 19 23, personally appeared W. E. McConnell and Mary McConnell,

and

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 the ir 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 Mar. 27, 1926 (SEAL) G. A. Kramer, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Feb. A. D., 19 23
 at 1:50 o'clock P. M. Book 439, Page 22

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