

CUMMEL

226514 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. C. Clover and Amy B. Clover, his wife,

a \_\_\_\_\_ of Tulsa, Tulsa County, Oklahoma, part Y of the first part, ha ve  
mortgaged and hereby mortgage to S The Central National Bank of Tulsa

of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North Twenty (N.20) feet of Lot Nine (9), and the East Sixty-five (E.65) feet of Lot Ten (10), and the Easterly Sixty-five (E.65) feet of Lot Nineteen (19) and all of Lots Twenty & Twenty-one (21) and that part of Lot Twenty-two (22), more particularly described as follows: Beginning at a point at the southwest corner of Lot Four (4) in Block Two (2), of said Swm Park Addition, where said Lot Four (4) and Lot Five (5) and Lot Twenty-one (21) corner with the aforesaid Lot Number Twenty-two (22) running thence North along the west line of said Lot Four (4), Fifty (50) feet; running thence in a Northwesterly direction in a straight line across said Lot Twenty-two (22) to the Northwesterly end of the division line between Lots number Twenty-one (21) and Number Twenty-two (22) thence in a Southeasterly direction along the boundary line between said lots number twenty-one (21) and twenty-two (22), One Hundred Fifty-five (155) and 39/100 (155.39) feet to the place of beginning. All of the above described property being situated in Block Two (2) Swan Park 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 \_\_\_\_\_

Twenty-five Thousand and No/100

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable Quarterly annually from Maturity

according to the terms of One certain promissory note \_\_\_\_\_ described as follows, to-wit:

One note in the sum of \$25.00 of even date herewith, due 90 days after date,

This mortgage also secures all extensions or renewals of said note or any part thereof, and all subsequent loans by the mortgagor to the mortgagors until said mortgage is released.

and issued  
\$86.41  
on the 1st day of April, 1923

Dated this 3 day of April, 1923  
WAYNE L. DICKER, County Treasurer

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby covenant S and agree S 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 Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Twenty-five Hundred and No/100 DOLLARS, which this mortgage also secures.

Part Y of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 31st day of March, 1923

S. C. Clover \_\_\_\_\_ SEAL

Amy B. Clover \_\_\_\_\_ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 31st day of March, 1923, personally appeared \_\_\_\_\_

S. C. Clover

and Amy B. Clover, 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

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 June 12, 1923. (Seal) Amy M. Walton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of April, A. D., 1923

at 3:00 o'clock P. M. Book 439, Page 227

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