

#226559 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B.W. McLean and Maude F. McLean, his wife,  
of Jenks, ~~xxxx~~ Tulsa, County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to The First National Bank of Moweaqua, Ill.

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

Lot Twenty-two (22) Block Sixteen (16) and Lots  
One (1) and Two (2) Block Seven (7), Town of  
Jenks.

THIS MORTGAGE WAS RECORDED IN BOOK 439, PAGE 229, and issued  
Receipt # 8689 for payment of mortgage  
tax on the within note. Dated this 5th day of April 1923.  
WAYNE L. DICKINSON, County Treasurer  
a. j. Deputy

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 Four Thousand DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable Semi-annually from the 16th day of February 1923  
according to the terms of two certain promissory notes described as follows, to-wit:

1. One dated Oct. 16, 1922 due in three months payable to M.A. Duncan, signed by McLean, Harter, Lawhorn, Bray, Lanning, Harris, Bankford, and Butts, endorsed by M.A. Duncan; for \$2000.00 credit \$1725.09, due in eight months.
2. One dated Oct. 16, 1922 for \$3300.00 due in three months M.A. Duncan payee, signed by McLean, Harter, Elliot, Butts, Lawhorn, Bray, and Lanning, and endorsed by M.A. Duncan, due in eight months.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of Fifteen Dollars and 10% 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 15th day of March, 1923.

B.W. McLean SEAL  
Maude F. McLean SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 15th day of March, 1923, personally appeared B.W. McLean and Maude F. McLean, his wife,

xxx

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 Sept. 2, 1925. (SEAL) Minnie Hugo, Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of April A. D. 1923 at 9:30 o'clock A. M. Book 439, Page 229.

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