

226713 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Berta Manley, a widow

a \_\_\_\_\_ of Oklahoma County, Oklahoma, part V of the first part, ha S  
 mortgaged and hereby mortgag<sup>s</sup> to Edward McCoy  
 of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Six (6), Block Three (3), Ridgedale Terrace 2nd  
 Addition to the city of Tulsa, 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 Hundred and No/100 \_\_\_\_\_ DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date

according to the terms of 1 certain promissory note \_\_\_\_\_ described as follows, to-wit:

One note of even date in the sum of \$2500.00, payable three years from date thereof  
 with interest thereon at the rate of 10% per annum payable semi-annually.

Should default be made in the payment of any interest then the party of the second  
 part may declare the entire sum mentioned in said note and secured by this mort-are  
 due and proceed to foreclose this mortgage as though default had been made in the balance  
 of the principal sum

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

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, S will pay a  
 reasonable attorney's fee as provided in said note \_\_\_\_\_ DOLLARS,  
 which this mortgage also secures.

Part V 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 5th day of April, 19 25

Berta Manley \_\_\_\_\_ SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 5th  
 day of April, 19 25, personally appeared \_\_\_\_\_

Berta Manley, a widow

and \_\_\_\_\_  
 to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that she executed  
her  
 the same as \_\_\_\_\_ 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 Aug. 10, 1925. (Seal) T. D. Kennedy, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of April, A. D., 19 25  
 at 11:10 o'clock A. M. Book 439, Page 244

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