

COMPARED

227679 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Robert A. McBirney, a single man

a _____ of Tulsa, Tulsa County, Oklahoma, part V of the first part, has
 mortgaged and hereby mortgage to Eleanor Arnold

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

Lot Ten (10) and the North Ten (10) feet of Lot Nine
 (9), all in Block Three (3) in the Friend & Gillette
 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 _____

Sixteen Thousand & No/100

DOLLARS,

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

according to the terms of three certain promissory note S described as follows, to-wit:

All notes of even date herewith, executed by first party to second party; one of said notes in principal sum of six thousand dollars due one year after date; one of said notes in principal sum of five thousand dollars, due two years after date; and one of said notes in principal sum of five thousand dollars, due three years after date; all said notes bearing interest at the rate of eight per cent per annum from date, interest payable semi annually.

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, he will pay a reasonable attorney's fee of 10.00 and 10% of amount due 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 11th day of April, 19 23.

Robert A. McBirney

SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 11th day of April, 19 23, personally appeared _____

Robert A. McBirney, a single man

and _____
 to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 July 3, 1924. (Seal) G. V. Baker, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of April, A. D., 19 23

at 2:00 o'clock P. M. Book 439, Page 315
Brady Brown, (Seal) O. G. Weaver, County Clerk.
 By _____ Deputy.