

228294 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That..... H. T. Macon and Ruth J. Macon, husband and wife

a \_\_\_\_\_ of Tulsa County, Oklahoma, part ies of the first part, ha ve

mortgaged and hereby mortgage to W. W. Fox

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

Lot Five (5) in Block Six (6) of Central Park Place Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

I hereby certify that I received \$200 and issued Receipt No. 9018 in payment of mortgage tax on the within mortgage.

Done: this 21 day of Apr 1943

WAYNE L. DUKLEY Agency Treasurer

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

Two Thousand and no/100

DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from March 31, 1923

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

₹2000.00

Tulsa, Oklahoma, March 31, 1923

On or before 30 days after date we promise to pay to the order of W. W. Fox-Twenty two and 40/100 dollars and on the 1st day of each and every month thereafter the further sum of \$22.40 for a period of 120 months commencing on the 1st day of May, 1923 and continuing to the 1st day of April, 1933. The payment of \$22.40 to be credited as follows: First on the payment of interest at 8% per annum on the monthly balances and the remainder to be credited on the repayment of the principal sum of Two thousand and no/100 (2000.00) Dollars at the expiration of 120 months the remaining unpaid balance with interest shall be due and payable.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part<sup>198</sup> 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,

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 108 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 10% and 10.00 DOLLARS, which this mortgage also secures.

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

Dated this 31st day of March, 1923.

Ruth J. Macon

H. T. Macon 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 \_\_\_\_\_

H. T. Macon and Ruth J. Macon, husband and wife

and

to me known to be the identical person.....<sup>8</sup>..... 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 Feb. 6, 1927. (Seal) Al H. Westerman, Notary Public.

I hereby certify that this instrument was filed for record in my office on... 21 ... day of ... April ... A. D., 19 23

at 11:00 o'clock A. M. Book 439, Page 349

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