

#228511 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

Margaret McElhany, and J. S. McElhany, her husband

a of Tulsa, Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Hattie B. Hollis

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

RECEIVED FOR DEPOSIT
\$286
9086
25 APR 1923
COUNTY TREASURER
a-j

Lot Number Three (3) in Block Five (5) in the Midway 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 Three Thousand Two Hundred Fifty and no/100

DOLLARS.

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according to the terms two certain promissory notes described as follows, to-wit:

Both said notes executed by first parties to second party; the first of said notes for \$250.00 due June 1, 1923, with interest at the rate of eight per cent per annum from date until paid; the second of said notes for \$3,000.00 due at the rate of \$62.50 per month, the first payment due June 1, 1923; interest figured in said payments, and said payments to bear interest at rate of eight per cent per annum after maturity. There being 60 payments of \$62.50 due and payable on said note and mortgage.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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, they will pay a reasonable attorney's fee of \$10 and 10% of amount due which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 21st day of April, 1923.

Margaret McElhany SEAL

J. S. McElhany SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 21st

day of April, 1923, personally appeared Margaret McElhany and J. S. McElhany,

her husband,

and

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 July 18, 1923. (SEAL) C. R. Thurlwell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of April, A. D., 1923

at 3:20 o'clock P. M. Book 439, Page 379

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