

224091 O.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James McDowall and Annie Hunter McDowall, his wife,
 a _____ of Tulsa County, Oklahoma, part V of the first part, ha^s
 mortgaged and hereby mortgage to Mrs. Eunice Stephenson,
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Fifteen (15) and Sixteen (16) in Block Sixteen (16)
of Orcutt 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 _____

Eight hundred thirty-six and 66/100

DOLLARS,

eight

with interest thereon at the rate of _____ per cent, per annum, payable monthly annually from date

according to the terms of 17 certain promissory note^s described as follows, to-wit:

a certain series of 17 notes, dated Aug. 9th, 1922, executed by the mortgagor in favor of the Mortgagee, The first of such series of notes matures April 9th, 1923, and each consecutive note matures on the 9th of each and every month thereafter until all of such notes are paid. The first 16 of such notes are for the sum of \$50.00 on principal and the 17th note for the sum of \$36.66

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 Ten Dollars and Ten percent of face hereof DOLLARS, which this mortgage also secures.

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

Dated this 8th day of March, 19 23

James McDowall

SEAL

Annie Hunter McDowall

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 8th day of March, 19 23, personally appeared _____

James McDowall,

and Annie Hunter McDowall, his wife

to me known to be the identical person S 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 _____ (Seal) C. E. Hart, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of March, A. D., 19 23

at 11:10 o'clock A. M. Book 439, Page 40

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