

#228900 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Alice C. Jobe, a widow,
of Tulsa, Tulsa, County, Oklahoma, part Y. of the first part, ha
mortgaged and hereby mortgage to Margaret McElhany
of Tulsa County, State of Oklahoma, to-wit:

Lot Nine (9) in Block Two (2) Highland
Second 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 & 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 one certain promissory note described as follows, to-wit:

One note of even date herewith executed by first party to second
party for the principal sum of Three Thousand dollars, with in-
terest from date at the rate of eight per cent per annum, interest
payable semi annually; said note being payable in installments of
\$45.00 per month, the first installment payable June 1, 1923, and
one installment on the first of each succeeding month until the
full sum and interest has been paid.

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

Said part Y. of the first part hereby agree, that in the event action is brought to foreclose this mortgage, she will pay a
reasonable attorney's fee of \$10.00 and 10% of amount due DOLLARS
which this mortgage also secures.

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

Dated this 24th day of April, 1923.

Alice C. Jobe
SEAL
SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 24th
day of April, 1923, personally appeared Alice C. Jobe, a widow,

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed
the same as her 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) G.R. Thurlwell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of April A. D., 1923
at 10:30 o'clock A. M. Book 439, Page 405

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