

229144 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. D. McLin and Gaynell C. McLin, husband and wife,

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

mortgaged and hereby mortgage to Liberty National Bank of Tulsa, Oklahoma

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

Lot Three (3) in Block Two (2) Bren Rose Addition to City
of Tulsa, Tulsa County, Oklahoma, according to the recorded
plat thereof.

#1.

ASSIGNMENT.

In consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, to me paid, receipt of which is hereby acknowledged, I, E.J. Brennan, Mortgagee in the within and foregoing real estate mortgage, do hereby sell, assign, transfer, set over and convey unto The Liberty National Bank, of Tulsa, Oklahoma, a corporation, its successors and assigns, the within and foregoing real estate mortgage covering Lots -- in Block -- in Block -- in Brookside Addition to the city of Tulsa, Tulsa County, Oklahoma, together with the notes therein described and the indebtedness evidenced thereby.

Dated this -- day of -- -192-

- - - - - Mortgagee.

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

Nine Hundred and No/100

DOLLARS,

eight

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

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

One certain promissory note for \$300.00, due six (6) months after date, with
interest at eight (8) per cent per annum.

One certain promissory note for \$300.00, due twelve (12) months after date, with
interest at eight (8) per cent per annum.

One certain promissory note for \$300.00, due eighteen (18) months after date, with
interest at eight (8) per cent per annum.

Received of the above named parties the sum of \$1.00
Receipt No. 9211
tax on the within mortgage.

Dated this 1 day of May 1923.

WAYNE L. DICKEY, County Treasurer

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 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 Ten (10) per cent of the amount of this mortgage DOLLARS, which this mortgage also secures.

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

Dated this 30th day of April, 1923

J.D. McLin

SEAL

Gaynell C. McLin

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 30th

day of April, 1923, personally appeared

J. D. McLin and Gaynell C. McLin, husband and wife,

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 April 6, 1927. (Seal) Bertha Taylor, Notary Public.

#1.

I hereby certify that this instrument was filed for record in my office on 1 day of May, A. D., 1923

at 4:00 o'clock P. M. Book 439, Page 420

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