

#229738 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. Mahan and Jessie Mahan, husband and wife,a Tulsa, County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to Jess H. Hollandof part Y. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Beginning at a point Two Hundred ten (210 ft) feet North and Twenty (20 ft.) feet East of South-west Corner of the South-east Quarter (SE $\frac{1}{4}$ ) of the South-east Quarter (SE $\frac{1}{4}$ ) of Section numbered Five (5) in Township Nineteen (19) North, Range Twelve (12) East, thence One-Hundred-forty-five (145 ft) East thence Fifty (50 ft.) feet South; thence One-Hundred forty five (145 ft) West; thence Fifty (50 ft.) feet North to point of beginning.

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 Twenty-Five-Hundred.

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable monthly ~~xxxxx~~ from May 5th, 1923.according to the terms of one certain promissory note described as follows, to-wit:

Executed by first parties unto second party and payable \$45.00 on the principal and interest on the eighth day of each and every successive month beginning June 8th, 1923, until fully paid. Upon default in any monthly payment the entire debt becomes at once due and payable and this mortgage may be at once foreclosed.

Second parties agree to maintain a combined fire and tornado insurance policy on the house on above described tract in an amount not less than \$2000.00 with first mortgage clause attached in favor of Sophronia E. Schmidt, and a second mortgage clause attached in favor of the second party, to-wit. Jess H. Holland.

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 Two-Hundred-Fifty. 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 5th day of May, 19 23L. Mahan SEALJessie Mahan SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this Fifth day of May, 19 23, personally appeared L. Mahan and Jessie Mahan, husband and wife,

xxx

to me known to be the identical person s 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. 10th, 1923. (SEAL) Loran Chester Truelove Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of May, A. D., 19 23 at 1: o'clock P. M. Book 439, Page 476

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