

230114 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Belle West and Guy E. West, her husband,
a of Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to C. C. McGilvray
of part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lot 12, in Block 1, a subdivision of part of Block
5, in Terrace Drive Addition to the city of Tulsa, according
to the recorded plat thereof.

This mortgage is subject and inferior to a first mortgage in
favor of Gum Brothers in the sum of \$3,500.00

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
Eighteen Hundred and No/100 DOLLARS,
eight
with interest thereon at the rate of per cent, per annum, payable monthly annuallly from date
according to the terms of 24 certain promissory note S described as follows, to-wit:

Twenty-four notes this date executed and delivered each for the sum of \$75.00
the first note maturing on the 1st day of June, 1923 and one note on the 1st day
of each and every month thereafter until all of said notes are paid. All of said
notes bear interest at the rate of 8% per annum computed and payable monthly on
whole sum unpaid each month, such interest being included in the face of each note.

I hereby certify that I received \$720
Receipt No. 2410 therefor in payment of
tax on the within mortgage.

Dated this 10 day of May 1923

WAYNE L. BICKEL, Notary Public

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 parties 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 \$50 and 10% of the amount recovered. 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 4th day of May, 1923

Belle West SEAL.

Guy E. West SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 4th
day of May, 1923, personally appeared

Belle West

and Guy E. West, her husband

to me known to be the identical persons 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 Jan. 2, 1927. (Seal) Nora Taliaferro, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of May A. D. 1923.

at 2:00 o'clock P. M. Book 439, Page 505

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