

230241 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. J. McCleary and Pearl McCleary, his wife

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, ha^{ve}
 mortgaged and hereby mortgage to R. J. Randall
 of _____ part ^y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Forty-seven (47) in Block "E" in Medio Subdivision
 of the East Half (E¹/₂) of the Northeast Quarter (NE¹/₄)
 of the Northwest Quarter (NW¹/₄) and the East Half (E¹/₂)
 of the West half (W¹/₂) of the Northeast Quarter (NE¹/₄)
 of the Northwest Quarter (NW¹/₄) of Section Eight (8),
 Township Nineteen (19) North, Range Twelve (12) East,
 of the Indian Base and Meridian Tulsa County, 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 _____

Twenty-two Hundred and No/100

DOLLARS.

with interest thereon at the rate of 8 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 for \$2200.00 payable on or before two years to R. J. Randall,
 dated Apr. 5th, 1923, with interest at the rate of 8 per cent from date.

evidence of the within indebtedness.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2200.00 and issued
 Receipt No. 9442 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 12 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 ^{ies} 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 part ^{ies} 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 and No/100 and ten per cent of the amount remaining unpaid. DOLLARS,
 which this mortgage also secures.

Part 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 April, 1923

J. J. McCleary

SEAL

Pearl McCleary

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this _____
 day of _____, 19____, personally appeared J. J. McCleary and Pearl McCleary, his wife

and _____
 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 April 8, 1924. (Seal) Chas. B. Rawson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of May, A. D., 1923

at 2:10 o'clock P. M. Book 439, Page 519

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