

COMPARED

## MORTGAGE RECORD NO. 439

230251 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John B. McLemore and Myrtle N. McLemore (his wife)

a of Tulsa County, Oklahoma, part 1st of the first part, ha. V<sup>9</sup>

mortgaged and hereby mortgage to D. Ed Chase

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 eight (8) Block eight (8) in the Continuation  
of Glen Acres subdivision of Tulsa County, Section Five  
(5), Township Nineteen (19) North, Range 12 East T.M.

This mortgage given subject to a first mortgage in the  
sum of (\$2000.00)

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

One thousand (\$1000.00) &amp; 00/100

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 dated May 11, 1923 payable to D. Ed Chase to run for three years  
from date of the signing thereof.

TREASURER OF OKLAHOMA  
I hereby certify that I received \$1,600 and money  
Receipt No. 9447 therefor in payment of such tax  
on the within mortgage.

Date this 12 day of May 1923

WAYNE L. HOLLY, County Treasurer

a. j.

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 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 shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said part 1st of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a  
reasonable attorney's fee of ten per cent (10%) & (\$50.00) fifty & 00/100 DOLLARS,  
which this mortgage also secures.

Part 1st of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of  
the homestead, exemption and stay laws in Oklahoma.

Dated this 11th day of May, 1923

John B. McLemore

SEAL

Myrtle N. McLemore

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 11th  
day of May, 1923, personally appeared

John B. McLemore

and Myrtle N. McLemore, (his wife)

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they  
their  
the same as 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 10-24-25 (Seal) J. Edgar Freeman, Notary Public.

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

at 3:00 o'clock P. M. Book 439, Page 520

Brady Brown,

(Seal)

O. G. Weaver,

By Deputy County Clerk.