

#230565 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. X. McClellan and his wife, Leah W. McClellan
 a _____ of Tulsa, _____ County, Oklahoma, part 123 of the first part, have
 mortgaged and hereby mortgage to C.C. Hall,
 of _____ part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Two (2) in Block Twenty-two (22)
 of Orcutt Addition to the City of Tulsa,
 Oklahoma, according to the recorded plat
 thereof.

Received of 9485 460
 the sum of 9485 dollars in payment of mortgage
 on the within mortgage
 Dated this 15 day of May, 1923
WAYNE L. DICKER County Treasurer
A. J.

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 Seven Thousand ninety-six and no/100 - - - -
 - - - - - DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi- annually from _____ date _____
 according to the terms of 16 certain promissory notes _____ described as follows, to-wit:

16 notes numbered 1 to 16, inclusive, notes Nos. 1 to 15,
 inclusive, each for the sum of \$430.00 and Note No. 16 for the
 sum of \$646.00. Notes No. 1 matures on or before six months
 from date, and each consecutive note matures every six months
 thereafter until all of such notes are paid. All of said notes
 bear interest at the rate of 8% per annum payable semi-annually.

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 y 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 \$10.00 and ten percent of this mortgage XXXXXX,
 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 10th day of August, 1922.

O. X. McClellan SEAL
Leah W. McClellan SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 10th
 day of August, 1922, personally appeared O. X. McClellan and his wife, Leah
W. McClellan,

acknowledged 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 hand and official seal the day and year last above written.

My commission expires Aug. 21, 1924. (SEAL) C. E. Hart. Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of May, A. D., 1923
 at 3: o'clock P. M. Book 439, Page 537
 By Brady Brown Deputy. (SEAL) O. G. Weaver. County Clerk.