

#230855 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. E. Maxwell

a _____ of Tulsa, _____ County, Oklahoma, part Y of the first part, ha. B

mortgaged and hereby mortgage to The Liberty National Bank of Tulsa,

of _____ part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

9563

2.80

17

may 3

County

of

The West Seventy Five (75) feet of the North Eighty (80) feet of Lot number eight (8), in Block Twenty Seven (27), in Park Place Addition, to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, and

All of Lots Fifteen (15) and Sixteen (16) in Block Eleven (11), Cherokee Heights Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

The above described property is not now and never has been a part of my homestead. 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 Fourteen Thousand and no/100 (\$14,000.00)

eight

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable _____ annually from _____ date _____

according to the terms of one certain promissory note _____ described as follows, to-wit:

Note dated April 30th, 1923, in the amount of \$14,000.00, due four months after date, bearing interest at the rate of eight per-cent from date, signed by M.E. Maxwell.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby covenant S 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 Y shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part Y 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 Fourteen Hundred and no/100 _____ DOLLARS, which this mortgage also secures.

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

Dated this 30th day of April, 1923.

M. E. Maxwell

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, _____, ss:

Before me, _____ a Notary Public in and for said County and State, on this 30th day of April, 1923, personally appeared M. E. Maxwell

and _____

to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that he executed

the same as his 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 6, 1927. (SEAL) Bertha Taylor Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of May A. D., 1923

at 4 o'clock P. M. Book 439, Page 569

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