

224384 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Margaret A. Scott and Edward E. Scott, her husbanda _____ of Tulsa County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to Nellie Peregoy

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

Lot Twenty One (21) in Block Two (2) of Grandview Place, an addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

Said parties of the first part hereby agree to carry policies of fire and tornado insurance to the amount of \$3,000.00 for full time of this loan, loss, if any, payable to Nellie Peregoy as her interest may appear; and said policies shall be held by said mortgagee or the legal holder of said note, as collateral or additional security for the payment of said note.

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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 _____

Two Thousand and no/100

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable semi- annually from March 13th, 1923according to the terms of one certain promissory note described as follows, to-wit:

Note dated March 13th, 1923, in the sum of \$2000.00, due three years from date, bearing eight per cent interest, payable semi-annually from March 13th, 1923.

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 party 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, _____ will pay a reasonable attorney's fee of Two Hundred and No/100 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 13th day of March, 19 23Margaret A. Scott SEALEdward E. Scott SEALSTATE OF OKLAHOMA, County of Tulsa, ss:Before me, _____, a Notary Public in and for said County and State, on this 13thday of March, 19 23, personally appeared _____Margaret A. Scottand husband, Edward E. Scott

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 June 1, 1926. (Seal) Hazel Gregg. Notary Public.I hereby certify that this instrument was filed for record in my office on 14 day of March, A. D., 19 23at 8:00 o'clock A. M. Book 439, Page 60By Brady Brown, (Seal) O. G. Weaver, County Clerk.