

231321 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. G. McClure, a single man

of Tulsa County, Oklahoma, part Y of the first part, ha. S

mortgaged and hereby mortgage to A. Hunt Cole

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 Thirty (30) in Block Five Maywood Addition to the city of Tulsa as per the official plat thereof.

I hereby certify that the above is a true and correct copy of the original as recorded in my office.
Record No. 9681 Entered in payment of mortgage
tax on the within mortgage.

Dated this 24 day of May, 1923

WAYNE L. DOLLEY, County Treasurer

A-J-V

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

Five Hundred and No/100

DOLLARS,

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

according to the terms of 10 certain promissory note S described as follows, to-wit:

One certain series of 10 notes numbered from one to ten inclusive, each note in the principal sum of Fifty (\$50.00) Dollars. The first of such series of notes matures matures on June 22nd, 1923, and one on the 22nd day of each month thereafter until all of said notes are paid. All of said notes bear interest at the rate of eight per cent per annum payable monthly, each note having added to its face the interest on the entire deferred amount due from month to month.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 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 S, that in the event action is brought to foreclose this mortgage, Y will pay a reasonable attorney's fee of Fifty and No/100 DOLLARS, which this mortgage also secures.

Part Y 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 22nd day of May, 19 23

M. G. McClure SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 22nd day of May, 19 23, personally appeared

M. G. McClure

and

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

his

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 Jan. 5, 1926. (Seal) R. W. Lee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of May, A. D., 19 23

at 9:30 o'clock A. M. Book 439, Page 605

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