

224395 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. E. Morey and Myrtle U. Morey, his wife.

a _____ of Tulsa, Tulsa County, Oklahoma, parties of the first part, has ye
 mortgaged and hereby mortgage to O. B. Mason
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) in Block Two (2), Grandview Addition
 to the City of Tulsa.

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 _____

Seventeen Hundred and fifty (\$1750.00)

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:

One note dated March 13, 1923, for the sum of \$1750.00 with interest thereon at the rate of 8% per annum, payable one year after date with interest payable quarterly.

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 _____ as provided in said note _____ 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, 1923.

E. E. Morey

SEAL

Myrtle U. Morey

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 13th day of March, 1923, personally appeared _____

E. E. Morey

and Myrtle U. Morey

to me known to be the identical person _____ 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 May 5, 1925. (Seal) _____ Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of March, A. D., 1923.

at 9:00 o'clock A. M. Book 439, Page 61.

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