

#231601 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. S. Lundy and Mabel E. Lundy, husband and wife,
 a Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to P. E. Magee,
 of Tulsa County, State of Oklahoma, to-wit:

An undivided one-half interest in Lot Twenty seven (27)
 Harter's Second Sub-Division to the City of Tulsa,
 Oklahoma, according to the recorded plat thereof.

TREASURER'S RECEIPT
 I hereby certify that I received \$ 312 and issued
 Receipt No. 9709 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 25 day of May, 1923
WAYNE L. DICKY County Treasurer

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 Thirty One Hundred twenty five (\$3125.00)
DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable semi- annually from May 24, 1923.

according to the terms of ten certain promissory notes S described as follows, to-wit:

- One for \$300.00 due on or before November 24, 1923.
 - One for \$300.00 due on or before May 24, 1924.
 - One for \$300.00 due on or before November 24, 1924.
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 - One for \$300.00 due on or before May 24, 1926.
 - One for \$300.00 due on or before November 24, 1926.
 - One for \$300.00 due on or before May 24, 1927.
 - One for \$300.00 due on or before November 24, 1927.
 - One for \$1343.65 " on or before May 24, 1928.
- All the above notes dated May 24, 1923, and bear interest at the rate of
8% per annum from maturity.

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.

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 parties 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 according to the terms of said NOTES. 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 25 day of May, 1923

H.S. Lundy SEAL

Mabel E. Lundy SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May 23, a Notary Public in and for said County and State, on this 25th
 day of May, 1923, personally appeared H.S. Lundy and Mabel E. Lundy,
his wife,

and

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

My commission expires Nov. 1, 1925. (SEAL) Dora Cosney Notary Public.

I hereby certify that this instrument was filed for record in my office on 25 day of May, A. D., 1923

at 4 o'clock P. M. Book 439, Page 621

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