

#231660 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A.B. Conlisk and Blanche Conlisk, his wife,a _____ of Tulsa, _____ County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to M.J. McNulty, Jr.of _____ part ~~of~~ of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

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All of Lot Ten (10) Block Two (2) Ridgedale Terrace Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

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 Seven Hundred Fifty & 00/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date until paidaccording to the terms of one certain promissory note _____ described as follows, to-wit:

One note of even date herewith in the amount of \$2750.00 due on or before September 3rd, 1923, and bearing interest at the rate of eight percent per annum payable semi-annually from date until paid.

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 Ten Dollars and ten percent of the amount unpaid ----- 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 3rd day of May, 1923.A.B. Conlisk SEALBlanche Conlisk SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 3rd day of May, 1923, personally appeared A.B. Conlisk and Blanche Conlisk,

his wife,

xxx to me known to be the identical person s 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 Mar. 24, 1926. (SEAL) Kathryn Sontag Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of May, A. D., 1923 at 10:30 o'clock A. M. Book 439, Page 623.

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