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By Brady Brown - Deputy

(SEAL)

O. G. Weaver-County Clerk.

COMPARED

229539-ACM

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 4th day of May, A.D. 1923, between L. H. Austin, a single man of Tulsa County in the State of Oklahoma, of the first part, and M. J. McNulty, Jr. of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of Nine Thousand (\$9,000.00) DOLLARS, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell, and convey unto said party of the second part, his heirs and assigns, all of the following described REAL ESTATE, situated in the County of Tulsa, State of Oklahoma, to-wit:

An undivided one-half ($\frac{1}{2}$) interest in and to Lots Ten (10) and Thirteen (13) Block Four (4), in the Fuller-Walter Addition to West Tulsa, Oklahoma, according to the recorded plat thereof, and an undivided One-half ($\frac{1}{2}$) interest in Lot Ten (10) of the re-subdivision of Lots Two (2), Three (3) Five (5) and six (6) in block Forty-three (43) in the town of Red Fork, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise, appertaining, forever.

Provided, Always, And these presents are upon the express condition, that whereas the said L. H. Austin grantor has executed and delivered one certain promissory note dated May 4th 1923 to said party of the second part for \$9000.00 due August 4th 1923 with interest at the rate of 10 per centum per annum from maturity.

And the first part--- agree-- to keep the buildings insured for \$-----.

In case that papers for foreclosure are filed, the first party agree to pay a reasonable attorney fee of 10%.

Now, if the said party of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note or the debt secured thereby, or if the insurance is not paid, the second part may pay the same, and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable and shall bear 10 per centum interest per annum, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does hereby waive or not waive. appraisal, at the option of the said part, his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

L. H. Austin