231324 C. J.

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MORTGAGE OF REAL ESTATE

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COMPAREL

5.0.7:00. - Barristo (tex on the within mortgage. Dates that 24 day of 21.44 192 3

WAYNE L. LYCKEY, County Tamourer Q. . 4

THIS INDENTURE, Made this 22d day of May A. D. 1923 I hereing compared within the received \$ 2.40 and in the between Lawrence E. Gregory and Lucile M. Gregory of Receipt No. <u>10.13</u> therefor in payment of manyage the first part, and Charles L. Mullin of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty three hundred and sixty (\$2360.00) and no/100 Dollars the receipt whereof is hereby acknowledged, do 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 Tulse County, and State of Oklahoma, to-wit:

> Lot Fifteen (15) in Block Two (2) in Highlands Addition to the Town of Red Fork, Tulsa County, State of Oklahoma, as per the recorded plat 11 62thereof.

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

PROVIDED ALWAYS, And these presents are upon this express condition , that whereas said parties of the first part have this day executed and delivered a certain promissory note in writing to said party of the second part, for the total sum of \$2360.00 -

> Said note is dated at Tulsa, Okla, May 22d 1923, and is payable at the rate of \$40.00 per month, Said installments beginning July 1st 1923 and continuing on the first day of each succeeding month until the total sum of \$2360.00 has been paid. The interest on the note being payable monthly on the un-paid balance. Said interest being at the rate of eight per cent. Said note is payable at the West Tulsa State Bank, West Tulsa, Okla. Said note is payable to Charles L. Mullin, Makers of the note have a right to make additional payment at any time on said note if they so desire. Notes bears an attorneys fee clause of ten per cent of the principle and interest due. Said note is signed by Lawerence E. Gregory and Luvile L. Gregory. (This mortgage is give by the above first parties to the Vender of said

and the first parties agree to keep the buildings insured for \$2000.00, and the mortgagor, agree to pay 10% attorney's fees on foreclosure.

property (said second party).

Now if said parties 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 mentioned, 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, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum or sums and interest thereon shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises, and the said parties of the first part for said consideration. do hereby specially waive an appraisement of said real estate, and all the benefit of the homestead, exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand the day and year first above written.

> Lawrence E. Gregory Lucile M. Gregory