Overlay Bros. Binders

233565 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. M. McCorkle and Annie McCorkle, husband and wife, a _____ of _____ Tulsa _____ County, Oklahoma, part ies of the first part, ha ve mortgaged and hereby mortgage to J. P. McLane of _____ part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

all of lot numbered Twenty-two (22) in Block numbered
Eleven (11) in McLane Addition to city of Tulsa according
to the recorded plat thereof.

#1.
THE STATE OF ALABAMA, Colbert County.
  I, Harold S. Sargent, a Notary Public in and for said State and county, hereby certify
that on the 21st day of May 1923, came before me, the within named Annie McCorkle known
to me to be the wife of C. M. McCorkle who being examined seaparate and apart from the
husband, touching her signature to the within conveyance acknowledged that she signed the
same of her own free will and accord, without fear, constraint or threat on the part of
her husband.
  In witness whereof, I have hereunto set my hand, this 21st day of May 1923.
No expiration of commission (Seal)   Harold S. Sargent, Notary Public.
given.

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 _____
_____ Twenty-two hundred thirty-two & 40/100 ($2232.40) _____ DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable Monthly annually from _____
according to the terms of One certain promissory note _____ described as follows, to-wit:

executed by first parties unto second party April 28th, 1923,
and payable in monthly payments of $25.00 on first day of each
and every successive month until $2232.40 with interest is
fully paid. The monthly interest shall be first deducted from
the $25.00 monthly payment and the net amount then remaining
shall be applied on the principal sum. While said note is
unpaid first parties will maintain a combined fire and tornado
insurance policy in amount not less that $3000.00 on dwelling
on above named lot with second mortgage clause in favor of
second party. As collateral security second party upon any
default on said note will be entitled to immediate possession
of said lot and of the rents and profits thereof and shall apply
the same upon said note.

_____ that I received $ 2.20 and issued
a 10120 therefor in payment of mortgage
_____ the within mortgage.
Dated this 18 day of June 1923
WAYNE L. DICKEY, County Treasurer
_____ A. G. _____ Deputy

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 upon 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 the second part shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part ies of the first part hereby agree , that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Two hundred-twenty-three ($223.00) DOLLARS which this mortgage also secures.

Part ies of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.
Dated this 28th day of April 19 23

                    C. M. McCorkle   SEAL
                    Annie McCorkle   SEAL

STATE OF OKLAHOMA, County of Tulsa ss:
  Before me, _____ , a Notary Public in and for said County and State on this 24th
day of May 19 23 personally appeared _____
_____ C. M. McCorkle _____
and _____
to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 July 3, 1924.   (Seal)   C. V. Baker, Notary Public

#1.
  I hereby certify that this instrument was filed for record in my office on 18 day of June A. D., 19 23
at 2:30 o'clock P. M. Book 439, Page 137
By Brady Brown, Deputy. (Seal)   O. G. Weaver, County Clerk