233582 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That ___Richard Flood and Virginia Flood (his wife)___ a _____ of___Tulsa, Tulsa_____ County, Oklahoma, part__ies__ of the first part, ha__ve__ mortgaged and hereby mortgage to___C. J. Montgomery_____ of_____ part__y__ of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The West Sixty (60) feet of the North Half (N½) of Lot One (1) in Block Six (6), Pleasant View Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the Recorded plat thereof.

_/0277_ .... in payment of mortgage ... on the within mortgage.
Dated this __27__ day of __June__ 1923
WAYNE L. DICKEY, County Treasurer
_____ Deputy

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_____
_____Four Hundred and Fifty and No/100_____ DOLLARS, with interest thereon at the rate of__10__ per cent, per annum, payable___at maturity of each note___ from ___date___ according to the terms of___5___ certain promissory note__s__ described as follows, to-wit:

Four notes for $100.00 each and one note for $50.00, dated June 4th, 1923, signed by Richard Flood and Virginia Flood, to C. L. Montgomera. First note due and payable July 4th, 1923 and one due and payable on the 4th day of each month thereafter until the full amount is paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part__ies__ 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__y__ 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,_____ will pay a reasonable attorney's fee of___10 per cent of the full amount_____ 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___4th___ day of___June___, 19__23__.

_____ Richard Flood _____ SEAL
_____ Virginia Flood _____ SEAL

STATE OF OKLAHOMA, County of___Tulsa___, ss:

Before me, _____, a Notary Public in and for said County and State on this___4th___ day of___June___ 19__23__ personally appeared_____ ___Richard Flood___ and ___Virginia Flood (his wife)___ 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___December 2, 1926.___ (Seal) ___Lula A. Cofer,___ Notary Public

I hereby certify that this instrument was filed for record in my office on___18___ day of___June___ A. D., 19__23__ at___4:30___ o'clock___P.___ M. Book 439, Page___138___
By___Brady Brown,___ Deputy. (Seal) ___O. G. Weaver,___ County Clerk