

COMPARED

Overday Bros., Binders

233641 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Thomas Melson and Lula Melson, husband and wife and F. L. Brooks and Leslie Brooks, wife and husband Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Cathleen Murdock of Tulsa County, Oklahoma, part ies of the first part, ha ve of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot One (1), in Block Seven (7), Midway Addition to the City of Tulsa, 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 Twenty-five Hundred and No/100 DOLLARS, with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date according to the terms of one certain promissory note described as follows, to-wit:

Twenty-five Hundred Dollars (\$2500.00), payable one (1) year after date.

10/17/23
19
June 1923
A J

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, ies will pay a reasonable attorney's fee of Two Hundred Fifty and No/100 DOLLARS which this mortgage also secures.

Part ies 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 18th day of June 19 23.

F. L. Brooks
Leslie Brooks

Thomas Melson
Lula Melson

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 19 23, a Notary Public in and for said County and State on this 18th day of June 19 23, personally appeared

Thomas Melson and Lula Melson, husband and wife and F. L. Brooks and Leslie Brooks, wife and husband

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 Jan. 23, 1926. (Seal) Ona Cook, Notary Public

I hereby certify that this instrument was filed for record in my office on 19 day of June A. D. 19 23

at 1:00 o'clock P. M. Book 439, Page 146

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