

Overlaid By: Hinder

234381 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. R. Tisdale and Corrie Tisdale (husband and wife)
of Tulsa County, Oklahoma, part 189 of the first part, ha VE
mortgaged and hereby mortgage to R. S. McCully
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 Eight (8) in Block Four (4) in Boswell's Addition
to the city of Tulsa, Oklahoma, according to the recorded plat
thereof.

This mortgage is subject to a prior mortgage in favor of the
Home Building & Loan Association of Tulsa, Oklahoma, in the
amount of \$2750.00. Said mortgage bearing date of May 9th,
1923.

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 Four Hundred Seventy Five & No/100 DOLLARS,
with interest thereon at the rate of 8 per cent, monthly annually from date
according to the terms of a certain promissory note described as follows, to-wit:

One installment note, bearing date of June 15th, 1923, in the amount
of \$2475.00, payable at the rate of \$25.00 and accrued interest, the
first payment being due on the 15th day of July, 1923 and a like payment
on the 15th day of each and every month, thereafter until the principal
sum with accrued interest has been paid. All payments to bear interest
at the rate of eight per cent per annum from date, payable monthly on
unpaid principal sum.

10332
28 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 mort-
gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
cipal 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 pos-
session 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 Two Hundred Forty five & 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 25th day of June, 19 23

O. R. Tisdale

SEAL

Corrie Tisdale

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 25th
day of June, 19 23, personally appeared

O. R. Tisdale and Corrie Tisdale (husband and wife)

and ---
to me known to be the identical person --- 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 January 15th, 1927. (Seal) Cecil L. Henry, Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of June, A. D., 19 23
at 3:40 o'clock P. M. Book 439, Page 197
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk