

Overlay, Bros. Builders

234726 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That P. A. Mace

a \_\_\_\_\_ of \_\_\_\_\_ County, Oklahoma, part Y of the first part, has  
 mortgaged and hereby mortgage to L. S. Cogswell  
 of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots One (1), Two (2) and Three (3) in Block (21)  
 Twenty One in Freeland's Addition to the town of Red  
 Fork, Oklahoma, according to the amended plat thereof.

RECORDED  
 I hereby certify that I have recorded this instrument  
 No. 10423 on the \_\_\_\_\_ day of \_\_\_\_\_  
 1921 at \_\_\_\_\_

Dated this 3 day of September 1921  
W. W. Stuckey Notary Public  
P. A. Mace

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 \_\_\_\_\_  
One hundred & ten DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable semi annually from \_\_\_\_\_ maturity  
 according to the terms of one certain promissory note \_\_\_\_\_ described as follows, to-wit:

One Hundred ten Dollars date 9-28-1921- due in 30 days from  
 date. Signed by P. A. Mace and Emile J. Mace

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby  
 covenant S and agree S 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.

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 Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
 reasonable attorney's fee of Twenty five DOLLARS  
 which this mortgage also secures.

Part Y of the first part, for said consideration, do SS hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 28 day of September 1921

P. A. Mace

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 28  
 day of Sept. 1921, personally appeared \_\_\_\_\_

P. A. Mace  
 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 April 11, 1925 (Seal) W. P. Nelson Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of July A. D., 1923  
 at 10:20 o'clock A. M. Book 439, Page 227  
 By Brady Brown Deputy (Seal) O. G. Weaver County Clerk