

234774 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That: We, John A. Haver and Myrtle W. Haver, his wife,
and Lizzie Haver, a single woman of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to J. S. McCariston and Beulah Mayes
 of _____ parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

North Fifty (50) feet of Lot Six (6), Block One
 Hundred Thirty-six (136), original Town (Now City)
 of Tulsa, Oklahoma.

TREASURER'S RECEIPT

I hereby certify that I received \$ 5.68 and issued
 Receipt No. 10402 for the payment of mortgage
 tax on the value of _____

Dated this 2nd day of July, 1923.
W. W. Stuckey A. J.

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 _____
Fourteen Thousand, Two Hundred & No/100 DOLLARS,
 with interest thereon at the rate of 6 per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note _____ described as follows, to-wit:

Note dated June 28th, 1923, in the amount of Fourteen Thousand, Two
 Hundred and No/100 (\$14,200.00) Dollars, due on or before two years
 after date, with interest at the rate of six per cent per annum,
 payable semi-annually from date until paid, at the National Bank
 of Commerce, Tulsa, Oklahoma.

This is a second mortgage, subject only to a mortgage of even date
 herewith, in favor of The Monarch Investment Company.

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 party ies shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said parties 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 as provided in said note _____ 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 June, 1923

John A. Haver

Myrtle W. Haver

Lizzie Haver

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 28th
 day of June, 1923, personally appeared _____

John A. Haver, Myrtle W. Haver, his wife, and Lizzie Haver, a single woman,
 and _____
 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 May 5th, 1926. (Seal)

Juanita Plumlee,

Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of July, A. D., 1923
 at 3:30 o'clock P. M. Book 439, Page 231

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