

Overlaid, Bros., Binders

#235016 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Anna J. McCabe and J.J. McCabe, (her husband)
 a Tulsa of Tulsa County, Oklahoma, part 1st of the first part, ha-
 mortgaged and hereby mortgage to T. C. Rogers
 of Tulsa part 2nd of the second part; the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots 63 Sixty Three and Sixty Four (64) Block
 Seven (7) College View 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 (\$2500.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable Monthly annually from Maturity
 according to the terms of 36 certain promissory note 8 described as follows, to-wit:

35 Notes in the sum of \$50.00 each, including interest at the rate of
 8% per annum, the first of which is due July 15th, 1923 and one each
 month thereafter until paid.

One note is the sum of \$1190.83 including interest thereon at 8 % per
 annum, payable in 36 months from date.

THE ASSURANCE CORPORATION
 I hereby certify that I received \$ 150 and issued
 Receipt No. 10458 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 5 day of July 1923.
W. W. Stuebel County Treasurer
P. S. B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st hereby
 covenant and agree 8 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 seco
 nd 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 shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 1st 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 \$200.00 DOLLARS
 which this mortgage also secures.

Part 1st 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 15th day of June, 1923.

Anna J. McCabe SEAL
J. J. McCabe SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 19th
 day of June, 1923, personally appeared Anna J. McCabe and J.J. McCabe (Her Husband)

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 March 18, 1927 (SEAL) W. Warren Ferrell Notary Public

I hereby certify that this instrument was filed for record in my office on 5th day of April July A. D., 1923.
 at 2.30 o'clock P.M. Book 439, Page 243
 By Brady Brown Deputy (SEAL) O. G. Weaver County Clerk