

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. R. Gay and Edna Gay, husband and wife,
a Tulsa, County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to J. E. Dulany and Arie Dulany,
of parties of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) in Block Twenty-three (23) College
Addition to the City of Tulsa, according to the
recorded plat thereof.

(This is second to a Twelve Hundred Dollar (\$1200.00)
Mortgage.)

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 Three Hundred and No/100 DOLLARS,
with interest thereon at the rate of 10 per cent, per annum, payable at maturity from date
according to the terms of one certain promissory note described as follows, to-wit:

Dated July 16, 1923, for Three Hundred Dollars
(\$300.00), Payable Ninety (90) days after date.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 300.00 and issued
Receipt No. 10462 therefor in payment of mortgage
tax on the within mortgage.
Dated this 12 day of 7 1923
W. W. Stucky, County Treasurer
R. S. B. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said party 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 Thirty and no/100 DOLLARS
which this mortgage also secures.

Part 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 16th day of July, 1923

W. R. Gay

SEAL

Edna Gay,

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State on this 16th
day of July, 1923, personally appeared W. R. Gay and Edna Gay, husband and wife,

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

I hereby certify that this instrument was filed for record in my office on 16 day of July A. D., 1923
at 12 o'clock M. Book 489, Page 297

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