

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. G. Dulany and Anna Dulany, his wife
 of Tulsa, Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to James E. Dulany and Arie Dulany
 of part 1st of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot One (1) according to the resubdivision of Lot One (1)
 Two (2) and three (3) and four (4) of Block 9, in Highland
 Addition and Lots One, Two, Three, and Four in Block One Highland
 Second Addition to Tulsa, Okla., Tulsa County; said plat being
 recorded in the County Clerks office of Tulsa County, Okla.
 Book record Four (4) page Thirty two (32).

This is a second mortgage subject to a certain other prior mortgage
 given to Arthur McCoy and Mayd McCoy.

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 Four Hundred -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semiannually from date
 according to the terms of one certain promissory note ----- described as follows, to-wit:

One Promissory note signed by A. G. Dulany and Anna Dulany
 payable to James E. Dulany and Arie Dulany due in Three
 years from date with interest at the rate of 8% per annum
 payable semi-annually.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 44 and issued
 Receipt No. 10661 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 17 day of 7 1923

W W Stuckey, County Treasurer
P. L. B.
 Deputy

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 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 2nd 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 -----
 which this mortgage also secures. ----- DOLLARS

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 11 day of April, 1923.

A. G. Dulany SEAL

Anna Dulany SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this Eleventh
 day of April, 1923, personally appeared A. G. Dulany and Anna Dulany, his wife,

XXXXX
 to me known to be the identical person 2 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 April 9, 1924 (SEAL) Cal Arnold, 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 439, Page 298
 By Brady Brown, Deputy. O. G. Weaver, County Clerk

(SEAL)