

Overbay, Brown, Binders

232120 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. A. Trope and Mae Trope
 of Tulsa County, Oklahoma, part^{ies} of the first part, ha^{ve}
 mortgaged and hereby mortgage to C. McNulty
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7) Block Sixty One (61) original town of
 Tulsa, according to the official recorded plat thereof,
 subject to one certain mortgage dated June 1, 1923, in
 favor of C. McNulty in the amount of Five Thousand and
 No/100 (\$5,000.00) payable January 1, 1924.

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 Five Thousand and No/100 (\$5,000.00) DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi-annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

One note for \$5,000.00 dated June 1, 1923, in favor of C. McNulty,
 payable January 1, 1925.

evidence of the within indebtedness.

9821
 June 1, 1923
 V.A.B.

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.

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^{ies} of the first part hereby agree, that in the event action is brought to foreclose this mortgage, --- will pay a
 reasonable attorney's fee as provided in note DOLLARS
 which this mortgage also secures.

Part^{ies} 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 1st day of June, 1923.

L. A. Trope

SEAL

Mae Trope

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 23, a Notary Public in and for said County and State on this 1st
 day of June, 1923, personally appeared

L. A. Trope

and Mae Trope, husband & 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 March 15th, 1927 (Seal) W. J. Mason Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of June, A. D., 1923

at 11:40 o'clock A. M. Book 430, Page 32

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