

COMPARED
#27253 NS

MORTGAGE RECORD NO. 456

Overbury Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clyde C. McGowan and Willie McGowan, his wife,
 of Tulsa, Tulsa, County, Oklahoma, part 1st of the first part, ha-
 mortgaged and hereby mortgage to The Liberty National Bank, Tulsa, Oklahoma,
 of part 2 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13) in Block Three (3) in
 Liberty Addition to the City of Tulsa,
 Oklahoma, according to the recorded plat
 thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$-24 and issued
 Receipt No. 10731 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 21 day of July, 1923

W W Shuckey, County Treasurer

E. L. S.

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 One hundred Seventy-five & No/100 - - (\$175.00)
 ----- DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable ----- annually from Maturity
 according to the terms of One certain promissory note ----- described as follows, to-wit:

One note in the principal sum of \$175.00, dated July
 21st, 1923, due ninety days from date, bearing interest
 at the rate of ten per cent from maturity, signed by
 Clyde C. McGowan and Willie McGowan, his wife,

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. 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 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, they will pay a
 reasonable attorney's fee of ten per cent of the principal sum of said note ~~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 21st day of July, 1923.

Clyde C. McGowan,

SEAL

Willie McGowan,

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 21st
 day of July, 1923, personally appeared Clyde C. McGowan, and Willie McGowan,
his wife.

~~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 April 6, 1927. (SEAL) Bertha Taylor, Notary Public

I hereby certify that this instrument was filed for record in my office on 21 day of July, A. D., 1923
 at 9:50 o'clock A. M. Book 439, Page 330
 By Brady Brown Deputy, (SEAL) O.G. Weaver, County Clerk