

Overbay Bros. Binders

236370 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That we, F. F. Van Delden and Anna Van Delden, his wife
 a Tulsa County, Oklahoma, part 22 of the first part, have
 mortgaged and hereby mortgage to M. McGrath
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Thirteen (13), Block One (1), of the Englewood
 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. 10776 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 24 day of 7 1923

W. W. Stuckey, County Treasurer

A. L. C.

Deputy

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 (\$1250.00)
One Thousand-Two Hundred Fifty Dollars & No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable at maturity date
 according to the terms of 12 certain promissory notes 8 described as follows, to-wit:

11 notes of even date, (January 15, 1923) 10 notes for \$50.00 each, and 1
 note for \$750.00 the first note being due and payable on the 15th day of
 February, for \$50.00 and \$50.00 on the 15th day of each and every month
 thereafter for 10 months, and \$750.00 in 11 months at which time the total
 principal sum of \$1250.00 shall have been fully paid. The parties of the
 first part reserve the right to pay said mortgage at any time, and receive
 release for same.

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 that that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of \$10.00 and 10% of the amount remaining unpaid 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 15 day of January, 1923.

F. F. Van Delden

SEAL

Anna Van Delden

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, January 15, 1923, a Notary Public in and for said County and State on this 15th
 day of January, 1923 personally appeared

F. F. Van Delden
 and Anna Van Delden (his wife)
 to me known to be the identical person s 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 October 9, 1923. (Seal) Benedict J. Skalicky, Notary Public

I hereby certify that this instrument was filed for record in my office on 23 day of July A. D. 1923
 at 1:30 o'clock P. M. Book 439, Page 342
 By Brady Brown, Deputy. (Seal) O. G. Weaver County Clerk