

COMPARED

236453 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Arthur McCracken and Birdeen F. McCracken, husband and wife of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to W. I. Shannon of Tulsa County, Oklahoma, part X of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Number Four (4) in Block Four (4) in Burgess Hill Addition to the city of Tulsa, county of Tulsa, State of Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 116.3 and issued Receipt No. 12779 therefor in payment of mortgage tax on the within mortgage.

Dated this 24 day of July, 1923
W. W. Stuckey County Treasurer
Ray Lynch

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 twenty seven hundred (\$2700.00) and No/100 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:

Tulsa, Oklahoma July 12th, 1923.
 Twenty Seven hundred (\$2700.00) dollars, payable three years after date, to the order of W. I. Shannon at the Central National Bank, of Tulsa, Oklahoma, with interest at the rate of eight per cent per annum payable semiannually from date.

Signed Arthur McCracken
 Birdeen F. McCracken

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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party X shall be entitled to the immediate possession 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 \$25.00 and ten per cent 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 12th day of July, 1923

Arthur McCracken

SEAL

Birdeen F. McCracken

SEAL

STATE OF OKLAHOMA, County of Creek, ss:

Before me, W. I. Shannon, a Notary Public in and for said County and State on this 21st day of July, 1923, personally appeared

Arthur McCracken
Birdeen F. McCracken, husband and 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 March 31, 1927. (Seal) S. W. Norman Notary Public

I hereby certify that this instrument was filed for record in my office on 24 day of July, A. D., 1923 at 11:40 o'clock A. M. Book 439, Page 353

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