

Overhay, Br., Binders

#236557 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Charlotte L. McMahan and R. M. McMahan, her husband,
of Tulsa, County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Charles D. Crotchett and Anna M. Crotchett,
of Tulsa, County, Oklahoma, parties of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) and the North Five (5) Feet of
Lot Four (4) in Block Three (3) of Morningside
Addition to the City of Tulsa, Oklahoma, according
to the Amended plat of the Amended plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,000 and issued
Receipt No. 12293 therefor in payment of mortgage
tax on the within mortgage.

Dated this 25 day of July, 1923.
W. W. Stuckey, County Treasurer

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 Two Thousand Five Hundred and no/100 DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable Semi annually from date
according to the terms of 5 certain promissory note as described as follows, to-wit:

One note in the sum of Five Hundred (\$500) Dollars due on or before 6
Mo's after date.
Note No. 2 in the sum of Five Hundred (\$500) Dollars due on or before one yr.
after date.
Note No. 3 in the sum of Five Hundred (\$500) Dollars due on or before Eighteen
Months, after date.
Note No. 4, in the sum of Five Hundred (\$500) Dollars due on or before Two
years after date.
Note No. 5, in the sum of Five Hundred (\$500) Dollars due on or before 30
Mo's after date.
The above mortgage is subject and inferior to a first mortgage in the sum of
five Thousand Dollars in favor of Charles D. Crotchett and Anna M. Crotchett.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said parties 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 Two Hundred and Fifty (\$250.00) 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 19th day of July, 1923.

Charlotte L. McMahan SEAL

R. M. McMahan SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, July, 1923, a Notary Public in and for said County and State on this 19th
day of July, 1923 personally appeared Charlotte L. McMahan and R. M. McMahan,

and
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 Jan. 26, 1927. (SEAL) Helen Carnahan, Notary Public

I hereby certify that this instrument was filed for record in my office on 25 day of July, A. D., 1923
at 2:25 o'clock P. M. Book 439, Page 365

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