

COMPARED

Over Day Bros., Binders

236716 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. M. McKim and R. M. McKim, her husband  
 of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to R. M. McCreary  
 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:

The North One Hundred (100) feet of Lot One (1)  
 in Block Six (6) of the Irving Place Addition  
 to the city of Tulsa, Oklahoma, according to  
 the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$2.20 and issued  
 Receipt No. 10889 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 27 day of July, 1923  
C. W. Stuckey, County Treasurer  
C. E. B., 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  
Fifteen Hundred & No/100 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly annuity from date  
 according to the terms of 36 certain promissory notes 8 described as follows, to-wit:

35 promissory notes of \$30.00 each, first note due on the 13th day of  
 August 1923, and one note due on the 13th day of each and every month  
 thereafter, until all have become due, and have been paid.  
 One note of \$450.00 due in 36 months from date. All notes to bear  
 interest at 8% per annum payable monthly on the unpaid balance. The  
 second party agrees to extend the balance of this second mortgage that  
 is due at the expiration of three years, at the same rate, provided  
 the parties of the first part have kept up their payments promptly  
 and provided they own the property at the said time.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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, they will pay a  
 reasonable attorney's fee of 10% of the unpaid balance DOLLARS  
 which this mortgage also secures.

Parties 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 13th day of July, 1923.

G. M. McKim

SEAL

R. M. McKim

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Harry L. Jenkins, a Notary Public in and for said County and State on this 13th  
 day of July, 1923 personally appeared

G. M. McKim and R. M. McKim, her husband

and they  
 to me known to be the identical person 8 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 August 19th, 1926. (Seal) Harry L. Jenkins Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of July, A. D., 1923  
 at 1:30 o'clock P.M. Book 439, Page 373  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk