

Overbury Bros., Binders

256719 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Marvin McCarty  
 of Tulsa, Tulsa County, Oklahoma, part V of the first part, ha. S  
 mortgaged and hereby mortgage to Bob Bradshaw  
 of Tulsa, Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7) Block Twelve (12), Maple Park  
 Addition to the City of Tulsa, according  
 to the recorded plat thereof.

## TREASURER'S ENFORCEMENT

I hereby certify that I received \$750.00 and issued  
 Receipt No. 10854 in payment of mortgage  
 tax on the within mortgage.

Dated this 26 day of July, 1923  
W. W. Stuckey, County Treasurer  
P. B. Deputy

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same, subject to a prior  
 mortgage given Home Building and Loan Assn., Jan. 18, 1923, for \$4,500.00

This mortgage is given to secure the principal sum of Seven hundred fifty (\$750.00) DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable Semi- annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

#750.00

Tulsa, Oklahoma, July 27th, 1923.

On or before six months after date for value received I promise to pay to the order of  
 Bob Bradshaw Seven Hundred fifty Dollars, at the First National Bank in Tulsa, Oklahoma,  
 with interest at ten per cent per annum after date.  
 The principals endorers sureties and guarantors of this note severally waive present-  
 ment demand of payment, notice of non payment protest and notice of protest extension of  
 time of payment. Interest on this note to be paid annually, and if not paid when due to  
 bear interest at the rate specified for the principal. If this note is not paid when due  
 and is given to an attorney for collection or suit filed thereon, the principals en-  
 dorsers and sureties severally agree to pay in addition to the unpaid principal and  
 interest ten per cent, of the principal hereof and \$10.00 as attorney's fees.

Marvin McCarty

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

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, Seventy-five will pay a  
 reasonable attorney's fee of Seventy-five DOLLARS  
 which this mortgage also secures.

Part V 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 27th day of July, 19 23

Marvin McCarty

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, —, a Notary Public in and for said County and State on this 27th  
 day of July, 19 23, personally appeared

Marvin McCarty

and —  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed  
 the same as his 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 Nov. 1, 1925. (Seal) Powell Frye, Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of July, A. D., 19 23  
 at 1:30 o'clock P. M. Book 439, Page 374

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