

COMPARED

Overlay Bros. Binders

237157 - C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. B. Webster, a single man,  
 of Tulsa County, Oklahoma, part V of the first part, has  
 mortgaged and hereby mortgage to George C. McCluskey  
 of 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:

South half (S- $\frac{1}{2}$ ) of Lot Seventeen (17) in Block  
 Four (4) Twin Cities Sub-Division, located in  
 the Southeast Quarter of Section Six (6), Township  
 (19) North, Range twelve (12) East of T.M.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$400.00 and issued  
 Receipt No. 10932 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 2 day of August 1923  
W. W. Stucky 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 Four Hundred (\$400.00) DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable - - - annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

\$400.00

Tulsa, Oklahoma.

August 2, 1923.

January 1st, 1924, after date for value received I promise to pay to the  
 order of George C. McCluskey, the sum of \$400.00 with interest at the rate  
 of 8% per annum, until paid in full according to the terms of one note of  
 even date herewith.

Signed J. B. Webster

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 S 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 part V of the first part hereby agree S that in the event action is brought to foreclose this mortgage, he will pay a  
 reasonable attorney's fee of \$10.00 and 1% of principal sum DOLLARS  
 which this mortgage also secures.

Part V of the first part, for said consideration, do as hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 2nd day of August 1923

J. B. Webster

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - a Notary Public in and for said County and State on this 2nd  
 day of August 1923, personally appeared

J. B. Webster, a single man  
 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 January 31, 1927 (Seal) Max Halff Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of August A. D., 1923  
 at 11:55 o'clock A. M. Book 439, Page 490  
 By Brady Brown Deputy (Seal) O. G. Weaver County Clerk