

COMPARED

Overbay Bros., Binders

237196 C.M.J. SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Delia Abdo Corey and Caleb Corey, her husband  
 of Tulsa County, Oklahoma, part ies of the first part, have  
 mortgaged and hereby mortgage to F. W. McNeil  
 of Tulsa County, Oklahoma, part ies of this second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The South Forty-four feet, more or less, of lots twelve,  
 thirteen, fourteen, fifteen and sixteen, Block Eight  
 in the town of Sperry, Oklahoma, according to the plat  
 thereof on file and of record in the office of the County  
 Clerk of Tulsa County, Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$2,400 and issued  
 Receipt No. 22950 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 3 day of August, 1923  
W. W. Stucky, County Treasurer  
P. 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  
Six Thousand and No/100 (6,000.00) DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable annually annually from date  
 according to the terms of three certain promissory notes as described as follows, to-wit:

One note dated Aug. 1, 1923, due Aug. 1, 1924. for \$2,000.00  
 One note dated Aug. 1, 1923, due Aug. 1, 1925. for \$2,000.  
 One note dated Aug. 1, 1923, due Aug. 1, 1926; for \$2,000.

Mortgagors hereby agree to carry \$3,000. additional insurance on said property  
 over the amount now carried thereon for the benefit of the mortgages.

This mortgage is given subject, and is inferior, to a certain mortgage for  
 \$2,000. and interest given by said parties to Title Guarantee & Trust Co.  
 and dated Jan. 6, 1922.

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

Said part ies 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 --- 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 31st day of July, 1923.

Makers name signed by me at her  
 request and in her presence. A. W. Lucas,  
 Witness to signature Delia Collins  
Maud Moss

Delia Abdo Corey SEAL  
Caleb Corey SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, July, 1923, a Notary Public in and for said County and State on this 31st  
 day of July, 1923, personally appeared

Delia Abdo Corey  
 and Caleb Corey, her husband

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 12/12/25 (Seal) A. W. Lucas, Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of August A. D., 1923  
 at 3:10 o'clock P.M. Book 489, Page 404

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