

Overbay Bros., Binders

238723 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Marvin McCarty and Anna L. McCarty, his wife
 of Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to Bob Bradshaw
 of Tulsa County, Oklahoma, part 1st of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

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

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$14 and issued
 Receipt No. 11265 thereon in payment of mortgage
 tax on the within mortgage.
 Dated this 27 day of Aug 1923
W. W. Slocum, County Treasurer
W. W. Slocum

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 27, 1923.

On or before six (6) months after date for value received, we promise to pay to
 the order of Bob Bradshaw Seven hundred fifty and No/100 Dollars at The First
 National Bank in Tulsa, Oklahoma, with interest at ten per cent per annum after
 date.

The principals, endorsers, sureties and guarantors of this note severally waive
 presentment and demand of payment, notice of non payment, protest and notice of
 protest and 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 endorsers 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.

evidence of the within indebtedness

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 1st 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 Seventy-five DOLLARS
 which this mortgage also secures.

Part 1st of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 27 day of July, 19 23

Marvin McCarty

SEAL

Anna L. McCarty

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 24th
 day of August, 19 23 personally appeared

Marvin McCarty and Anna L. McCarty, his wife,

and ---
 to me known to be the identical person --- 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 7-26-26 (Seal) Vincent B. Mann, Notary Public

I hereby certify that this instrument was filed for record in my office on 25 day of August, A. D., 19 23
 at 8:10 o'clock A. M. Book 439, Page 506

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