

Overbay Bros., Binders

238814 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary McKeeshan and E. H. McKeeshan her husband
 a Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to F. L. Alban
 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:

South Forty (40) feet of the West Ninety five (95)
 feet of Lot Two (2) Block Two (2), Tulsa Square
 Addition, according to the recorded plat thereof.

This Mortgage is given subject to a certain mortgage
 of \$2000.00.

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 Twenty seven hundred fifty (\$2750.00) DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable monthly from August 25, 1923,
 according to the terms of our certain promissory note described as follows, to-wit:

Twenty seven hundred fifty dollars (\$2750.00) with interest at the
 rate of 8% per annum, payable monthly from date until paid. Payments
 to be made monthly for the sum of Forty dollars (\$40.00) commencing
 October 1, 1923, and in like sum on the first day of each and every
 month thereafter until Thirty five (35) monthly payments have been
 made. Out of each sum shall first be credited the monthly interest
 at the rate of eight per cent per annum, on the whole deferred sum
 due and the balance to be credited on the principal. Any and all sums
 remaining unpaid at the end of thirty five months shall then become
 due and payable.

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 aug. 1923
 Q.L.B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 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 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 Two Hundred Seventy-five & No/100 DOLLARS
 which this mortgage also secures.

Part 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 25th day of August, 1923.

E. H. McKeeshan

SEAL

Mary McKeeshan

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August, 1923, a Notary Public in and for said County and State on this 25th
 day of August, 1923, personally appeared

Mary McKeeshan
 and E. H. McKeeshan, 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 Nov. 13, 1923. (Seal) C. C. Cole, Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of August, A. D., 1923
 at 1:10 o'clock P. M. Book 439, Page 511.
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk