

Overday Bros., Binders

232488 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. W. Underwood and Alice C. Underwood  
 of Tulsa, Okla. County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to P. A. McNeal  
 of part 1st of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Seven (7) in Block One (1) of the Home  
 Gardens Second Addition to the city of Tulsa, Tulsa  
 County, Oklahoma, according to the recorded plat  
 thereof.

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 Nine Hundred DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from June 17th 1923  
 according to the terms of one certain promissory note described as follows, to-wit:

Dated June 3, 1923, In the sum of Nine Hundred No/100 payable at the  
 rate of 50.00 each month beginning June 17th 1923 with interest on  
 the unpaid balance at the rate of 8% per annum payable monthly. Note  
 signed by J. W. Underwood and Alice C. Underwood, his wife

RECEIVED BY THE COUNTY TREASURER  
 I hereby certify that I received \$ 14 and issued  
 Receipt No. 9893 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 5 day of June 1923  
 WAYNE L. DAWLEY, County Treasurer  
W. J. Deputy

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 1st 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, 1st will pay a  
 reasonable attorney's fee of One hundred DOLLARS  
 which this mortgage also secures.

Part 1st 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 2nd day of June, 1923

J. W. Underwood SEAL

Alice C. Underwood SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W. A. Setser, a Notary Public in and for said County and State on this 2nd  
 day of June, 1923, personally appeared

J. W. Underwood and Alice C. Underwood, his wife

and they  
 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 Feb. 6, 1926. (Seal) W. A. Setser Notary Public

I hereby certify that this instrument was filed for record in my office on 5 day of June, A. D., 1923  
 at 3:45 o'clock P. M. Book 439, Page 56  
 By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk