

# 239859 M H

## REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That George H. Coe and Esther H. Coe, his wife  
 of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to F. D. Misener  
 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:

All of Lot Four (4), Block Four (4), in Terrace Drive Addition to the City of  
 Tulsa, Tulsa County, Oklahoma; according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$287 and issued  
 Receipt No. 11489 thereon in payment of mortgage  
 tax on the within mortgage.

Dated this 12 day of Sept, 1923

W. W. Stuckey, County Treasurer

B. J. Quinn  
 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 Seventy five Hundred and no/100 DOLLARS,  
 with interest thereon at the rate of seven per cent, per annum, payable semi annually from date  
 according to the terms of four certain promissory notes S described as follows, to-wit:

One Note of even date herewith for the sum One Thousand Dollars, due March 10, 1923;  
 One Note of even date herewith for the sum of Twenty One Hundred Seventy and no/100 Dollars  
 due September 10, 1924: One Note of even date herewith for the sum of Twenty One Hundred  
 and Sixty Five Dollars, due September 10, 1925 and One Note of even date herewith for  
 the sum of Twenty One Hundred Sixty Five Dollars, due September 10, 1926. Seven  
 Percent 7% interest on all deferred notes interest payable semi-annually.

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

Said part is 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 Ten Dollars and Ten per cent DOLLARS  
 which this mortgage also secures.

Part is 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 10th day of September, 1923.

Geo H. Coe SEAL

Esther H Coe SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Paul Avis, a Notary Public in and for said County and State on this 10th  
 day of September, 1923, personally appeared

George H. Coe

and Esther H. Coe, his wife  
 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 June 9, 1925 (Seal) Paul Avis Notary Public

I hereby certify that this instrument was filed for record in my office on 12 day of Sept, A. D., 1923  
 at 10.30 o'clock A.M. Book 439, Page 595

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