

#241604 NS

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That W. A. Marquis and Ada L. Marquis, his wife,
 a Tulsa, Tulsa County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to N. W. Mayginnis,
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot 12 in Block 14 in Maple Park Addition
 to the City of Tulsa, Tulsa County, Oklahoma,

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$250.00 and issued
 Receipt No. 11859 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 8 day of October 1923
W. W. Stockey, County Treasurer
23
 Deputy

This mortgage is given subject to a prior mortgage
 dated May, 1923, given by W. A. Marquis and
 Ada L. Marquis, his wife, to Midland Savings & Loan
 Company in the principal sum of \$5,000.00.

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same.
 This mortgage is given to secure ~~the payment of a note given by first parties to~~
 the Security National Bank of Tulsa, Oklahoma, on which note said N. W. Mayginnis is endorser
 in the principal sum of Twenty Five Hundred Dollars, which note bears even date ~~XXXXXX~~
 herewith (2500.00)
~~XXXXXX~~
~~XXXXXX~~

In the event of the failure of the said W. A.
 Marquis to pay said note, and if the said mort-
 gagee herein shall be compelled to pay the same,
 then the said mortgagee herein is empowered and
 authorized to foreclose this mortgage in the
 manner herein provided and as provided by law.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 on 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 mortgage
 or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part ies 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 fifty (\$250.00) 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 12th day of May, 1923

W.A. Marquis SEAL

Ada L. Marquis SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 12th
 day of May, 1923, personally appeared W.A. Marquis and Ada L. Marquis, his
wife,

~~XXXX~~
 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 April 6, 1927 (SEAL) Joe Ann Lewellen Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of Oct, A.D., 1923
 at 11:30 o'clock A. M.

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