

#241804 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. E. Linihan,
a _____ of Tulsa, _____ County, Oklahoma, parties of the first part, has _____
mortgaged and hereby mortgage to Cyrus S. Avery,
of _____ part _____ of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit: _____

All of Lot Two (2) in Section Five (5),
Township Nineteen (19) North, Range Fourteen
(14) East, containing Twenty and 55/100 acres,
more or less; and the West half (W $\frac{1}{2}$) of the
Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-Two (32),
Township Twenty (20) North, Range Fourteen (14)
East, containing Eighty (80) acres, more or less,
according to the U.S. Government survey 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 One Thousand and no/100 _____
_____ DOLLARS,
with interest thereon at the rate of eight _____ per cent, per annum, payable Semi- annually from date hereof,
according to the terms of _____ certain promissory note _____ described as follows, to-wit:

Note for \$1,000.00 bearing date October 8th, 1923, to
the order of C.S. Avery, bearing interest at the rate of
8% per annum and due in one year after date.

11892

9 Oct 1923
S.B.

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

Said party _____ 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 _____ 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 8th day of October, 1923.

R. E. Linihan SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this 8th
day of October, 1923, personally appeared R. E. Linihan

XXX

to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that he executed
the same as his 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 August 25th, 1927 (SEAL) Roy L. Ware, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of Oct. A. D. 1923
at 11 o'clock P. M.

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