

MORTGAGE RECORD NO. 465

#242496 NS

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mrs. Parthenia McCreary and Henry McCreary, her husband, of Bryan County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Ed Crossland

part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Nine (9) and ten (10) in Block Fourteen (14) in Park Hill Addition to the City of Tulsa, Oklahoma,

12048

34

STATE OF OKLAHOMA,
COUNTY OF HARPER, SS:

18 Oct 23

S.B

Before me, the County Clerk in and for said County and State, on this 4th day of October, 1923, personally appeared Henry McCreary, 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 hand and official seal, the day and year last above written.

(County Clerk's Seal)

C.M. Anderson, County Clerk in and for Harper County, Oklahoma.

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 Seventeen Hundred

DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date

according to the terms of one certain promissory note described as follows, to-wit:

Dated Sept. 24th, 1923, due six months after date; the sum of Seventeen Hundred dollars interest 8 percent per annum - payable to Ed Crossland payee, executed by Mrs. Parthenia McCreary and Henry McCreary.

Subject;

This is second mortgage and inferior to mortgage held on said real estate by C.M. Williams for amount of \$3150.00.

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.

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 shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of One hundred and seventy DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 24th day of Sept., 1923

Mrs. Parthenia McCreary SEAL

Henry McCreary, SEAL

STATE OF ~~OKLAHOMA~~ TEXAS County of Kerr

Before me, Notary Public in and for said County and State, on this 28th day of September 1923, personally appeared Mrs. Parthenia McCreary

and her to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires June 1, 1925. (SEAL) M.L. Hudspeth Notary Public in and for Kerr County, Texas.

I hereby certify that this instrument was filed for record in my office on 18 day of Oct. A.D. 1923

at 2:30 o'clock P. M.

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