

#242841 NS

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Mahan-McCarty & Besse Rig Builders Association, a
common law trust, of Osage County, Oklahoma, part V of the first part, has
 mortgaged and hereby mortgage to Lizzie Haver
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots One (1), Two (2), Three (3), and
 Four (4), in Block Five (5) in Cherokee
 Heights Addition to the City of Tulsa,
 Oklahoma, according to the recorded plat
 of said addition.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$, 54 and issued
 Receipt No. 2130 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 23 day of Oct. 1923
W. W. Stuckey, County Treasurer
J. B.
 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 Twenty-eight Hundred Dollars (\$2800.00)

----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi annually from October 1st, 1923,
 according to the terms of 3 certain promissory note, 8 described as follows, to-wit:

One note for \$1000.00, dated October 1st, 1923, due on or
 before 6 months from date with interest at the rate of 8%
 payable to Lizzie Haver and signed by Mahan-McCarty & Besse
 Rig Builders Association, a common law trust;
 One note for \$1000.00, dated October 1st, 1923, due on or
 before 12 months from date with interest at the rate of 8%
 payable to Lizzie Haver and signed by Mahan-McCarty & Besse
 Rig Builders Association, a common law trust;
 One note for \$800.00, dated October 1st, 1923, due on or before
 18 months from date with interest at the rate of 8%, payable to Lizzie
 Haver and signed by Mahan-McCarty & Besse Rig Builders Association, a

Common law trust.
 Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part, V, hereby
 covenant S and agree S 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, V, of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, ----- will pay a
 reasonable attorney's fee of ----- as provided in above notes, ~~XXXXXX~~
 which this mortgage also secures.

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

Dated this 1st day of October 1923.

(Corporate Seal)
 Attest; C. H. Besse, Sect.

Mahan-McCarty & Besse Rig Builders Assn. SEAL
a common law trust.
By Frank M. Mahan, Pres. SEAL

STATE OF OKLAHOMA, County of Osage, ss:

Before me, -----, a Notary Public in and for said County and State, on this Nineteenth
Oct. 1923, personally appeared Frank M. Mahan, and Carl H. Besse,

and -----
 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 Mar. 22, 1927. (SEAL) Cecil M. Ferguson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Oct. A. D. 1923
9:30 o'clock A. M.

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