

#243887 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Claude L. Littlepage and Artie E. Littlepage, husband and wife; of Tulsa, County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to P. G. McKeon 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:

The North Ten (10) Feet of Lot Thirty-three (33) and all of Lot Thirty-four (34) in Block One (1), Oaklawn Addition to the City of Tulsa, Oklahoma, according to the recorded Plat thereof.

Subject to a mortgage to The Local Building and Loan Association of Oklahoma City, Oklahoma, for \$1100, this mortgage being a second mortgage and inferior to the said mortgage of The Local Building and Loan Association.

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 Nine Hundred Ninety-six & 40/100 (\$996.40)

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable monthly xxxxx from November 5, 1923,

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

Amount \$996.40, dated November 5, 1923, payable in installments of \$25.00 per month beginning December 5, 1923, each installment of \$25.00 to be applied as follows; First, to interest on the unpaid balance, Secondly, so much as may remain of the installment after paying interest is to be applied to principal.

12316

6 Nov. 3  
S.B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 y, 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, ies will pay a reasonable attorney's fee of 10% of amount of unpaid principal and interest 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 5th day of November, 1923

Claude L. Littlepage SEAL  
Artie E. Littlepage, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Lois L. Gillespie, a Notary Public in and for said County and State, on this 5 day of Nov., 1923, personally appeared Claude L. Littlepage and Artie E. Littlepage,

and they 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 hand and official seal the day and year last above written.

My commission expires 6-10-24 (SEAL) Lois L. Gillespie Notary Public

I hereby certify that this instrument was filed for record in my office on 6 day of Nov., A. D., 1923 at 11:00 o'clock A. M.

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