

#243992 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T. H. McCay and Lulu V. McCay, his wife,  
Tulsa, Tulsa County, Oklahoma, part 1st of the first part, ha ve  
 mortgaged and hereby mortgage to Charles Bowen,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Fifteen (15) in Block Six (6) in  
 Northmoreland Addition to the City of  
 Tulsa, Oklahoma, according to the recorded  
official plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 0.04 and issued  
 Receipt No. 2346 in full payment of mortgage  
 tax on the within mortgage.  
 Dated this 8 day of Nov 1923  
W. W. Stacker, County Treasurer  
S. 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 Two Hundred & Twenty-five -----  
----- DOLLARS,  
 with interest thereon at the rate of eight / per cent, per annum, payable monthly annually from date  
 according to the terms of ONE certain promissory note ----- described as follows, to-wit:

Note dated November 6th, 1923, amount \$225.00 payable  
 \$25.00 each month beginning December 6th, 1923, interest  
 at 8% payable monthly on deferred balance, from date of  
 note.

(This mortgage subject to a first mortgage for \$1150.00  
 favor United Savings & Loan Association of Tulsa, Okla.)

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. 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 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, ----- will pay a  
 reasonable attorney's fee of One Hundred ----- DOLLARS,  
 which this mortgage also secures.

Parties 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 6th day of November, 1923

T. H. McCay SEAL  
Lulu V. McCay, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this sixth  
 day of November, 1923, personally appeared T. H. McCay and Lulu V. McCay, his wife,

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 May 1st, 1926. (SEAL) A. V. Long, Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of Nov. A. D. 1923  
 at 11:10 o'clock A. M.

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