

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T.W. Shackle and H.A. Shackle his wife,  
Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Walter M. McGee  
 of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Number Four (4) in Block Number Three (3) in Oakdale  
 Suburb Addition to the City of Tulsa, Tulsa County, Oklahoma,  
 according to the recorded plat thereof.

This mortgage subject to a first mortgage of \$3500.00 in favor  
 of Gum Brothers Company, a Corporation,

## TREASURER'S ENCLOSUREMENT

I hereby certify that I received \$330 and issued  
 this mortgage for all payment of mortgage  
 dated 12/20 by W.M., 1923  
S.B. County Treasurer

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 Thrity Three Hundred (\$3300.00) ----- DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable monthly from \_\_\_\_\_ date \_\_\_\_\_  
 according to the terms of two certain promissory note 8 described as follows, to-wit:

\$2980.00  
 \$ 320.00

Tulsa, Oklahoma.  
 Nov. 13, 1923.

One note dated Nov. 13, 1923, executed by T.W. Shackle  
 and H.A. Shackle to Walter M. McGee in the sum of \$320.00 pay-  
 able in monthly installments of \$40.00 each interest at the rate  
 of 8% payable monthly until paid. One note dated Nov. 13, 1923,  
 executed by T.W. Shackle and H.A. Shackle to Walter M. McGee in  
 the sum of \$2980.00 payable in monthly installments of \$40.00  
 each interest at the rate of 8% payable monthly on all princi-  
 pal sum until paid in full. First installment due August 13, 1924,  
 and one each month thereafter until paid. Signed, T.W. Shackle, H.A. Shackle,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part, 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 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 \$10.00 and 10% of principal sum 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 13th day of November, 1923.

T.W. Shackle SEAL  
H.A. Shackle, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_ a Notary Public in and for said County and State, on this 13th  
 day of November, 1923, personally appeared T.W. Shackle and H.A. Shackle, his wife,

and \_\_\_\_\_  
 to me known to be the identical persons 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 January 31, 1927. (SEAL) Max Halff Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of Nov., A.D. 1923  
 at 10:30 o'clock A. M.  
Brady Brown Deputy (SEAL) O.C. Weaver, County Clerk.