

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W.C. Russell and Mattie E. Russell, husband and wife, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Jno. P. McKnight, of part Y, of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All that part of Lot # 1 in Block # 3 of Town of North Tulsa, an Addition to City of Tulsa, Tulsa County, Oklahoma, described as follows, Beginning at a point on the Easterly line of said lot and 40 feet northerly from southeast corner thereof; thence running southwesterly parallel to the South line of said lot a distance of 93 & 1/3 feet, thence northwesterly parallel to the westerly line of said lot to the north line thereof; thence east along the north line to the northeast corner thereof; thence southerly along the east line of said lot a distance of 49.8 feet to the point of beginning.

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-Sixty-Nine and no/100 -----

DOLLARS,

with interest thereon at the rate of ten per cent, per annum, ~~from~~ November 22nd, 1923,

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

Executed by first parties unto second party and due in 60 days from November 22nd, 1923.

Upon filing of any petition to foreclose this mortgage the second party will be entitled to the rents and profits of the herein mortgaged realty and said rents and profits will be applied in payment of the above note.

TRANSFERRED TO ENDORSEMENT  
250  
I hereby certify that the above instrument is a true and correct copy of the original as filed in my office.  
Notary Public  
W. W. Weaver, S.B.  
Deputy

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. 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 party ----- 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 Fifty ----- 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 22ed day of November, 1923.

W. C. Russell ----- SEAL

Mattie E. Russell ----- SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 22ed day of November, 1923, personally appeared W.C. Russell and Mattie E. Russell, husband and wife,

and -----, 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 24, 1927. (SEAL) A.R. Marr, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Nov., A. D. 1923 at 1:30 o'clock P. M.

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