

#245612 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. M. McCoy and Josie McCoy, husband and wife,  
 of Tulsa, County, Oklahoma, parties of the first part, ha. VE  
 mortgaged and hereby mortgage to Chas. Page,  
 of part. V. of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Eight (8) Block Nine (9) in Hilcrest Addition  
 to the City of Sand Springs, according to the recorded  
 plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$28 and issued  
 Receipt No. 12712 for a payment of mortgage  
 tax on the within mortgage.

Dated this 30 day of Nov 1923

W. W. Baskin, County Treasurer

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same.

Deputy

This mortgage is given to secure the principal sum of Seven Hundred fifty and no/100 - - - - -

DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date

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

One note for \$750.00 dated the 27th day of November, 1923, executed  
 by above named mortgagors due and payable to above named mortgagee in  
 monthly instalments of Twenty-five (\$25.) Dollars per month, the first  
 instalment due and payable on the 27th day of December, 1923, and a like  
 instalment due and payable on the 27th day of each succeeding month until  
 the whole amount hereby secured, shall have been fully paid.  
 Failure to pay any sum when due, principal or interest, shall cause the  
 whole sum to be immediately due and payable at the option of the holder  
 and without notice.  
 This mortgage is given subject to a first mortgage covering the described  
 premises in the sum of Four Thousand (\$4,000.) Dollars of Home Building  
 and Loan Association of Tulsa, Oklahoma.

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 V. 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 Seventy-five and no/100 - - - - - 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 27th day of November 1923

W. M. McCoy

SEAL

Josie McCoy

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - - a Notary Public in and for said County and State, on this 27th  
 day of November 1923 personally appeared W.M. McCoy and Josie McCoy, husband and 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 July 1, 1926. (SEAL) E.F. Dixon, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Nov. A. D. 1923  
 at 4:15 o'clock P. M.

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