

#245646 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R.E. Maxey and Mrs Pearl Maxey, husband & Wife,
Tulsa, County, Oklahoma, part Y of the first part, haS
 mortgaged and hereby mortgage to J.F. Parker,
 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 Thirteen (13) Block Number Forty (40)
 in the Original Townsite of Sand Springs,

TREASURER'S ENDORSEMENT

I hereby certify that 54 and issued
 Receipt No. 12782 for payment of mortgage
 tax on the within mortgage.

Dated this 1 day of Dec 1923
W. W. Sanchez County Treasurer

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 Nine Hundred and 00/100 - - - - (\$900.00) - - - -

eight DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable monthly from the first day of December
1923.
 according to the terms of 36 certain promissory note S described as follows, to-wit:

Notes number consecutively from one to thirty six inclusive. Note number
 one being for the principal sum of \$25.00 with interest at 8 per cent, dated Dec. 1,
 1923, due thirty days after date, and 35 similar notes, each for \$25.00 with interest
 at 8 percent from date, dated Dec. 1, 1923 and falling due consecutively on the first
 of each and every month after the due date of note number one.

These notes are all made by R.E. Maxey in favor of J. F. Parker. Each note
 contains the usual provisions for payment of ten percent of the face and ten dollars
 as attorney fees in case said note must be collected by law, the makers and endorsers
 of these notes severally waive protest, demand and notice of protest in case the notes
 are paid when due and agree to all extensions and partial payments before or after mat-
 urity without prejudice to holder.

It is agreed that should party of the first part desire to return any or all
 of these said notes before same are due he shall have the right to do so by paying the
 face of said notes and the interest to the date of such settlement.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y's hereby
 covenant S and agree S 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 Y's of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of \$50.00 DOLLARS,
 which this mortgage also secures.

Part Y of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 22 day of Nov., 1923

R.E. Maxey SEAL
Mrs. Pearl Maxey, SEAL
husband & wife,

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 22
 day of November, 1923, personally appeared R. E. Maxey

and his to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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. E. Dixon Notary Public

I hereby certify that this instrument was filed for record in my office on 30 day of Nov., A.D., 1923
 at 11:40 o'clock A. M.

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