

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

E. L. McCann and Cora E. McCann,

of Tulsa County, Oklahoma, part 188 of the first part, has mortgaged and hereby mortgage to G. E. Clote of Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot 10 Block 4 Bunker Hill Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.00 and issued Receipt No. 11678 for payment of mortgage tax on the within instrument.

Dated this 26 day of Sept. 1923

W. W. [Signature] 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 One hundred and fifty DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date

according to the terms of 2 certain promissory note described as follows, to-wit:

\$150.00

Tulsa, Oklahoma, Sept. 26, 1923.

Twelve Months after date, for value received we promise to pay to the order of G. E. Clote, One Hundred and Fifty Dollars, at without defalcation or discount with interest at the rate of 10 per cent, per annum, payable semi-annually from date until paid.

Should any interest or principal not be paid when due, it shall bear interest at the rate of 10 per cent per annum until paid. Interest on this note to be paid semi-annually; The principal endorser, sureties and grantors of this note hereby severally waive presentment and demand of payment, notice of non-payment, protest and notice of protest, and extension of time of payment. If this note is not paid when due and is collected by an Attorney or by suit, principals sureties and endorsers agree to pay an Attorney's fee for the collection of same the sum of Ten Dollars and ten per cent of the amount remaining unpaid.

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 Ten dollars and ten per cent of the amount unpaid. 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 26 day of Sept. 1923.

E. L. McCann SEAL

Cora E. McCann SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this 26th day of Sept. 1923, personally appeared E. L. McCann and Cora E. McCann,

and to me known to be the identical person 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 March 29th, 1925. (SEAL) D. C. Tillery, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Sept. A. D. 1923

at 10 o'clock A. M.

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