

COMPARED

#247904 NS

# MORTGAGE RECORD NO. 465

579

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lela Magee and S. G. Magee,  
 a \_\_\_\_\_ of Tulsa, \_\_\_\_\_ County, Oklahoma, part \_\_\_\_\_ of the first part, ha \_\_\_\_\_  
 mortgaged and hereby mortgage to First National Bank of Tulsa, Okla.  
 of \_\_\_\_\_, part \_\_\_\_\_ of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty One (21) And the South Five Feet  
 of Lot Twenty (20) in Block Five (5) of the  
 Orchard Addition to the City of Tulsa, Tulsa  
 County, Oklahoma, according to the recorded  
 Plat thereof.

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 Thousand - - - - -  
 \_\_\_\_\_ DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable in advance annually from Dec. 31, 1923,

according to the terms of 8 certain promissory note \_\_\_\_\_ described as follows, to-wit:

\$2000.00

Tulsa, Oklahoma, Dec. 31, 1923.

Ninety days after date, for value received, I promise to pay to the  
 order of the First National Bank of Tulsa, Oklahoma, Two Thousand Dollars,  
 at its Bank house in Tulsa, Oklahoma, with interest at 10% per annum after  
 maturity, The principals, endorsers, sureties and guarantors of this note  
 severally waive presentment and demand of payment, notice of non-payment,  
 protest and notice of protest, and extention of time of payment, Interest  
 on this note to be paid annually, and if not paid when due to bear inst  
 at the rate specified for the principal. If this note is not paid when  
 due and is given to an attorney for collection, or suit filed thereon, The  
 Principals, endorsers, and sureties severally agree to pay in addition to the  
 unpaid principal and interest, 10% of the principal hereof and \$10.00 as  
 Attorneys fees.

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 \_\_\_\_\_ shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part \_\_\_\_\_ 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 Ten \_\_\_\_\_ DOLLARS,  
 which this mortgage also secures.

Part \_\_\_\_\_ 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 31st day of Dec., 1923

Lola Magee SEAL

S.G. Magee, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 31st  
 day of Dec., 1923, personally appeared Lola Magee and S.G. Magee,

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 \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my \_\_\_\_\_ and official seal the day and year last above written.

My commission expires Mar. 24, 1927. (SEAL) R.R. McCormick Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of Dec., A. D. 1923  
 at 3:30 o'clock P. M.

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