

MORTGAGE RECORD NO. 465

#240977 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That we, Hattie G. McCormick and F.A. McCormick, wife and husband, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Jake Lyons, of part y. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Five (5), Block Twenty (20), in the amended plat of Morningside Addition to the City of Tulsa, according to the recorded plat thereof known as 1720 South Newport.

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 Twenty Eight Hundred Dollars (\$2800.00) DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable Monthly from date

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

\$2800.00 payable \$100.00 per month with interest at the rate of eight per cent per annum payable monthly.

This mortgage is given subject to a mortgage of \$6000.00 to Gum Bros. Co.

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, will pay a reasonable attorney's fee of Ten per cent of the principal sum 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 11th day of September, 1923

F.A. McCormick SEAL

Hattie G. McCormick SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 11th day of September, 1923, personally appeared Hattie G. McCormick and F.A. McCormick, her husband,

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 Jan. 2, 1927 (SEAL) NoRa Toli aferro, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Sept., A. D. 1923

at 3 o'clock P. M.

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