

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Rahe L. Oldham and wife, Bonnie B. Oldham  
Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to R. M. McCreery,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The North One Hundred East of Lot # 2 ( ) in Block 6 ( ) of  
 Irving Place Addition to the City of Tulsa, Oklahoma, according  
 to the recorded plat thereof.

This mortgage is subject and inferior to a first mortgage in the  
 sum of \$3,200.

The parties of the first part have the privilege of paying any or  
 all of this mortgage at any time by paying interest to date of said  
 payment.

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 Eight and 32/100 -----

DOLLARS.

with interest thereon at the rate of eight per cent, per annum, payable monthly ~~XXXXX~~ from date

according to the terms of 36 certain promissory note s described as follows, to-wit:

Thirty-five notes this date executed and delivered for the sum  
 of \$20.00 each, the first note maturing on the 8th day of October  
 1923 and one note on the 8th day of each and every month thereafter  
 until all of said notes are paid in full; and one note for the sum  
 of \$1308.72 maturing on the 8th day of September, 1926. All of said  
 notes bear interest at the rate of 8% per annum payable monthly on  
 whole sum unpaid each month.

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, they will pay a  
 reasonable attorney's fee of \$50 and 10% of the amount recovered 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 8th day of September, 1923

Bonnie B. Oldham SEAL

Rahe L. Oldham SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 8th  
 day of September, 1923 personally appeared Bonnie B. Oldham and Rahe L. Oldham,

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 Feb. 21, 1924. (SEAL) L. W. Kuntz, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Sept., A. D. 1923-

at 3 o'clock P. M. (SEAL)

Brady Brown Deputy O.G. Weaver, County Clerk.