

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Archie B. McGilvray and Esther McGilvray, husband and wife, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Sophonie E. Schmidt as Guardian of Karl Desman Schmidt, of part V. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Numbered Nine (9) in Block Numbered Four (4) in Lloyd Addition to City of Tulsa, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1000.00 and issued Receipt No. 11787 hereon in payment of mortgage tax on the within mortgage.

Dated this 3 day of Oct 1923

W. W. Sargent, County Treasurer

S. B.

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-Thousand

eight

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from October 1st, 1923.

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

Executed by first parties unto second party and due October 1st, 1925. First parties agree to maintain a combined fire and tornado insurance policy on the improvements on above described lot in an amount not less than \$1000.00 while said note remains unpaid, with mortgage clause attached to such policy in favor of second party. In event of any default on said note the entire note becomes at once due and payable. The second parties hereby pledge the rents income and profits of the above described lot as collateral security for the payment of said note.

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 One-hundred DOLLARS, which this mortgage also secures.

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

Dated this First day of October, 1923.

Archie B. McGilvray

SEAL

Esther McGilvray

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this second day of October, 1923, personally appeared Archie B. McGilvray and Esther McGilvray, husband and wife.

and to me known to be the identical person, S 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 Oct. 16, 1924. (SEAL) C. P. Monroy, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Oct. A. D., 1923 at 2:30 o'clock P. M.

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