

COMPARED

247989 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$4⁰⁰ and issued Receipt No. 13154 thereon in payment of mortgage tax on the within mortgage.

Dated this 3 day of Jan 1924

W. W. Stuckey, County Treasurer

Deputy

MORTGAGE

THIS INDENTURE WITNESSETH, That the MORTGAGORS J. A. O'Connell and Letitia R. O'Connell, his wife of the City of Sand Springs in the County of Tulsa and State of Oklahoma MORTGAGE and WARRANT To John F. McGinnis of the City of Alton County of Madison

and State of Illinois to secure the payment of one certain promissory note executed by them bearing even date herewith, payable to the order of John F. McGinnis and is in substance as follows: Sand Springs, Okla Oct. 25, 1923

\$6000.00

One year after date we or either of us promise to pay to the order of J. F. McGinnis Six Thousand and no/100 Dollars, For value received, payable at the office of Sand Springs State Bank, Sand Springs, Okla. with interest thereon at the rate of five per cent per cent per annum from Oct. 25, 1923, until paid, payable semi-annually, and if the interest be not paid when due the same shall become a part of the principal and bear the same rate of interest and agree to pay an amount equal to ten per cent of the principal, in no event to be less than ten dollars, as an attorneys fee if placed in the hands of an attorney for collection, or suit is filed thereon. The makers and endorsers hereof hereby severally waive protest, demand and notice of protest and non-payment in case this note is not paid at maturity and agree to all extensions and partial payments before or after maturity without prejudice to holder.

(Signed) J. A. O'Connell.

(Signed) Letitia R. O'Connell

the following described real estate, to-wit:-- LOT NUMBER TWO (2) IN BLOCK TWENTY TWO (22) OF OAK RIDGE ADDITION TO THE CITY OF SAND SPRINGS, according to the recorded plat thereof. (The note which this mortgage is given to secure is duly stamped according to law) situated in the County of Tulsa in the State of Oklahoma hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

BUT IT IS EXPRESSLY PROVIDED AND AGREED, That if default be made in the payment of the said ----- promissory note, or of any part thereof or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of insurance, taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of said principal sum and interest, secured by the said promissory note in this Mortgage mentioned, shall thereupon, at the option of the said mortgagee his heirs, executors, administrators, attorneys or assigns, become immediately due and payable; And this Mortgage may be immediately foreclosed to pay the same by said mortgagee his heirs, executors, administrators, attorneys or assigns; And it shall be lawful for the said Mortgagee his heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted or any part thereof, and to receive and collect all rents, issues and profits thereof.

UPON The filing of any bill to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this Mortgage shall expire, and such rents, issues and profits, when collected, may be applied toward the payment of the indebtedness and costs herein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying