

230214 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Belle William and Z. J. William, wife and husband

a of Tulsa County, Oklahoma, parties of the first part, ha. ve

mortgaged and hereby mortgage to M. E. Mendes

of part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lots Seventeen (17) and eighteen (18) in Block five
(5) Overlook Park Addition to the city of Tulsa, according
to the recorded plat thereof;

9437 104
11 May 1923

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 hundred forty and no/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable one annually from date

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

Dated November 13, 1922 and payable at the rate of Five dollars
(\$5.00) per 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, will pay a reasonable attorney's fee of Ten and No/100 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 13th day of November, 1922

Belle William

SEAL

Z. J. William

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 13th day of November, 1922, personally appeared

Belle William and Z. J. William, wife and 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 January 23, 1926. (Seal) One Cook, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of May, A. D., 1923.

at 11:50 o'clock A. M. Book 439, Page 516

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