

COMPARE

230670 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ottie G. Furry and Robert C. Furry her husband

a _____ of Tulsa County, Oklahoma, part ies of the first part, have

mortgaged and hereby mortgage to S. E. Skiver and S. A. Skiver

..... part 109 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Fifteen (15) in Block Six (6) Reddin Addition to the city of Tulsa, State of Oklahoma, according to the the recorded plat thereof.

This mortgage is given subject to a first mortgage of \$2000.00 payable to Chas. Renner, with interest at 10% and a second mortgage of \$1140.00 payable to Vandever Investment Company, with interest at 8%

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:

Nine Hundred Sixty Six

DOLLARS.

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

according to the terms of 40 certain promissory note 8 described as follows, to-wit:

Forty notes dated May 11th 1923
Thirty Nine notes at \$24.00 each and one note the last one at \$30.00.
First note due June 11th 1923, and one thereafter for 39 consecutive
months, until the amount is paid in full. Interest at 8% per annum
payable monthly, on the unpaid balance of said mortgage.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first ^{ies} party ~~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 part..... shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ¹⁹⁸ 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 Dollars and Ten percent, DOLLARS, which this mortgage also secures.

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

Dated this 16 day of May 1923

Ollie G. Furry

Robert C. Furry

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 16
day of May, 1923, personally appeared _____

Ottie G. Furry and Robert C . Furry, her husband

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 Feb. 19, 1924. (Seal) Edgar M. Lee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of May A. D. 19 23
at 1:00 o'clock P. M. Book 439, Page 551.

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