

#230897 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. Brumblay and wife Myrtle Brumblaya \_\_\_\_\_ of Tulsa, \_\_\_\_\_ County, Oklahoma, part 1st of the first part, havemortgaged and hereby mortgage to Elizabeth A. Sayre (a single woman)of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Ten (10) Block Seven (7) of Wakefield  
Addition to the City of Tulsa, Oklahoma,  
according to the recorded plat thereof,  
together with all improvements thereon.

9883 310  
Date May 19 1923  
May 19 1923  
Tulsa County, Oklahoma  
a.g.

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 Thirty-One Hundred and Sixty (\$3160.00) - - - -

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from \_\_\_\_\_ date \_\_\_\_\_according to the terms of one certain promissory note \_\_\_\_\_ described as follows, to-wit:

This principal sum of Thirty-One Hundred and Sixty  
Dollars (\$3160.00) is to be paid at the rate of  
Forty Dollars (\$40.00) per month which includes  
interest at 8%.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 Y shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
reasonable attorney's fee of \_\_\_\_\_ DOLLARS,  
which this mortgage also secures.

Part Y of the first part, for said consideration, do es \_\_\_\_\_ hereby expressly waive appraisalment of said real estate and all benefit of  
the homestead, exemption and stay laws in Oklahoma.

Dated this 10th day of May, 19 23

G. Brumblay \_\_\_\_\_ SEAL

Myrtle Brumblay \_\_\_\_\_ SEAL

STATE OF OKLAHOMA, County of Tulsa, \_\_\_\_\_, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 11th  
day of May, 19 23, personally appeared G. Brumblay and his wife Myrtle Brumblay

XXXXXX

to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that they executed  
their the same as \_\_\_\_\_ 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 July 30, 1925. (SEAL) Georgina B. Hamnett, Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of May, A. D., 1923.

at 8 o'clock A. M. Book 439, Page 570

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