

231730 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. Byfield and Tressie Byfield, his wife, and B. Byfield and Grace Byfield, his wife
 a Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to M. E. Tatman,
 of part. V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The West Forty (40) feet of the East Eighty (80) feet
 of Lots Six (6) and Seven (7) in Block Two (2) Gillette
 Hall Addition to the city of Tulsa, according to the
 recorded plat thereof.

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

Eighteen Hundred

DOLLARS,

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

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

Dated May 25, 1923, payable in monthly installments of \$50.00 each,
 beginning July 1, 1923.

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

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, One Hundred and Eighty will pay a
 reasonable attorney's fee of One Hundred and Eighty DOLLARS,
 which this mortgage also secures.

Part ies 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 25th day of May, 19 23

M. Byfield
 Tressie Byfield
 B. Byfield
 Grace Byfield

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, —, a Notary Public in and for said County and State, on this 28th
 day of May, 19 23 personally appeared

M. Byfield and Tressie Byfield, his wife, and B. Byfield and Grace Byfield, his 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 May 25, 1924. (Seal) A. E. Henry, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of May, A. D., 19 23

at 11:35 o'clock A. M. Book 439, Page 628

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