

TELEGRAPHIC INSTRUMENT
1465
13 March 4
S.B.

253301 - 3H

REAL ESTATE MORTGAGE.

This indenture, made this 7th day of Mar. A.D. 1924, between F. X. O'Byrne & Evelyn (his wife) of the first part, and The West Tulsa State Bank, of Tulsa County, in the State of Oklahoma, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of one thousand dollars, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell, and convey unto said parties of the second part, its heirs and assigns, all of the following described real estate situated in Tulsa County, and State of Oklahoma, to-wit:

Lot six (6) in Block two (2) in Norvell Park addition to the City of Tulsa, Okla. according to the recorded plat thereof,

To have and to hold the same, together with all and singular the tenements hereto and appurtenances thereunto belonging or in anywise appertaining forever.

Provided always, and these presents are upon this express condition that whereas said parties of the first part, have this day executed and delivered a certain promissory note in writing to said party of the second part, the total sum of \$1000.00 more fully described as follows: One note dated at West Tulsa, Okla. March 7th, 1924, and signed by F. X. O'Byrne and Evelyn O'Byrne, payable to the West Tulsa State Bank, West Tulsa, Okla. Said note is due on or before March 7th, 1925, and is payable in installments of \$45.00 each beginning, April 16th, 1924, said installments to be paid monthly on the 16th day of each month. Interest is to be paid on said note at the rate of eight per cent monthly. Note bears an attorney's fee clause of \$100.00, and the first part agree to keep the buildings insured for \$ and the mortgagor agree to pay attorney's fees on foreclosure.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part its heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum of sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole sum or sums and interest thereon shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises, and the said parties of the first part for said consideration do hereby specially waive an appraisal of said real estate, and all the benefit of the homestead, exemption and stay laws of the State of Oklahoma.

In witness whereof, the said parties of the first part have hereunto set their hand, the day and year first above written.

Evelyn O'Byrne,
F. X. O'Byrne.

State of Oklahoma)
Tulsa County) SS

Before me, F. A. Singler, a Notary Public in and for County and State, on this 8 day of March, 1924, personally appeared Evelyn O'Byrne and F. X. O'Byrne to me known to be the identical persons 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.