

Overbay Bros., Binders

231892 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. L. Martin and Flossie M. Martin, his wife
 of Tulsa County, Oklahoma, part ies of the first part, ha-ve
 mortgaged and hereby mortgage to G. Y. Vandever and V. V. Vandever
 of Tulsa County, Oklahoma, part ies of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) in Block Four (4) in Hillcrest Addition
 to the city of Tulsa, Tulsa County Oklahoma, according
 to the recorded plat thereof duly recorded in the office
 of the County Clerk, in and for Tulsa County, Oklahoma.

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 Seventeen Hundred Fifty (\$1750.00) DOLLARS,
 with interest thereon at the rate of Eight per cent, per annum, payable semi- annually from date
 according to the terms of three certain promissory note S described as follows, to-wit:

Note #1 in the sum of \$550.00 dated May 29th 1923, with interest at
 the rate of Eight per cent, due September, 29th, 1923; Note #2 in
 the sum of \$600.00 dated May 29th 1923, with interest at the rate
 of Eight per cent due December 29th, 1923; Note #3 in the sum of
 \$600.00 dated May, 29th, 1923, with interest at the rate of Eight
 per cent, due March 29th, 1924.

I hereby certify that I received \$34 and issued
 Receipt No. 7786 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 29 day of May, 1923

WAYNE L. DICKEY, County Treasurer

Deputy

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 upon the 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part ies shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ies will pay a
 reasonable attorney's fee of One Hundred Seventy Five (\$175.00) 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 29th day of May, 19 23

A. L. Martin

SEAL

Flossie M. Martin

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May 19 23, a Notary Public in and for said County and State on this 29th
 day of May, 19 23, personally appeared A. L. Martin and
Flossie M. Martin, his wife

and ies
 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 July 20th, 1923. (Seal) D. N. Barnett. Notary Public

I hereby certify that this instrument was filed for record in my office on 29 day of May, A. D. 19 23
 at 4:10 o'clock P. M. Book 439, Page 11
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk