

COMPARED

Overbay Bros. Builders

#233129 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frank V. Trapp and Veva Trapp, his wife,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to W.A. Tully,  
 of Tulsa, County, Oklahoma, parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of the North Forty-six Feet and Eight Inches  
 of Lots Eight (8) and Nine (9) in Block Nine (9)  
 in Oakdale Suburb, an addition to the City of Tulsa,  
 Tulsa County, Oklahoma, according to the recorded plat  
 thereof. This mortgage is given and accepted subject  
 to a mortgage in favor of Chas. Renner for the principal  
 sum of \$1550.00, and subject to a mortgage of record to  
 the Home Building & Loan Association.

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 (\$850.00) - - - - - Eight Hundred Fifty and  
and No/100 (\$850.00) - - - - - DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable annually from date  
 according to the terms of eight certain promissory note XXXXXXXXXXXXXXXXXXXX

the first for \$150.00 due July 1st, 1923, and  
 seven for \$100.00 each, payable one each month  
 beginning August 1st, 1923; all signed by first  
 parties and payable to the order of second party.

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 13  
 June 3  
 County Treasurer  
 A. J.

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

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a  
 reasonable attorney's fee of as provided in said notes and \$85.00 DOLLARS  
 which this mortgage also secures.

Parties 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 12th day of June, 19 23

Frank V. Trapp SEAL

Veva Trapp SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Edgar M. Lee, a Notary Public in and for said County and State on this 12th  
 day of June, 19 23 personally appeared Frank V. Trapp and Veva Trapp, his wife,

to me known to be the identical person 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 12 day of June, A. D., 19 23  
 at 4:30 o'clock P. M. Book 439, Page 111  
 By Brady Brown Deputy, O. G. Weaver, County Clerk  
 (SEAL)