

Overlay Bros. Binders

REAL ESTATE MORTGAGE

#233140 NS

KNOW ALL MEN BY THESE PRESENTS, That J.B. Jennings and Fannie D. Jennings, his wife,
of Tulsa, County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Mrs. Natalie Carter Broach
of part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The north half of Lot Two (2) in Block One Hundred
and Fifty Nine (159) of the original Town, now City
of Tulsa, Oklahoma, according to the U.S. Government
Survey thereof, or the Northerly Fifty feet of said
lot.

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 One Thousand and no/100
eight 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 as described as follows, to-wit:

One note for One Thousand (\$1,000.00) dated June
--- 1923 due in one year from date, bearing interest
at the rate of 8% per annum.

TREASURER'S RECEIPT
I hereby certify that I received \$ 20 and issued
Receipt No. 10039 therefor in payment of mortgage
tax on the within mortgage.
Dated this 13 day of June, 192 3
WAYNE L. DICKER, County Treasurer
R.B.B.
Treasurer

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party 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, will pay a
reasonable attorney's fee of One Hundred 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, 1923.

J.B. Jennings, SEAL
Fannie D. Jennings SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Richard Perry, a Notary Public in and for said County and State on this 12th
day of June 12th, 1923, personally appeared J.B. Jennings and Fannie D. Jennings,

and 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 Jan. 26, 1926. (SEAL) Richard Perry Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of June, A. D., 19 23
at 10:00 o'clock A. M. Book 439, Page 113

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