

Overbay Bros. Binders

#233253 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T.C. Carter and Pearl Carter, his wife,
 a Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to J.J. Freymuth
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of lots numbered, One, Two, Three and Four (1-2-3-4)
 in Block Number Twenty (20) of the Second Sunrise Addition
 of the City of Sand Springs, According to the official
 Recorded Survey thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 66 and issued
 Receipt No. 100 73 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 15 day of June 1923
WALTER L. BRADY County Treasurer

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 Eleven Hundred Twenty Three and no/100 DOLLARS,
 with interest thereon at the rate of 8 1/2 per cent, per annum, payable monthly ~~xxxxx~~ from date
 according to the terms of forty-five certain promissory note ----- described as follows, to-wit:

All notes bearing even date hereof, forty-four of said
 notes being for the principal sum of Twenty-five (\$25.00)
 Dollars each, and note number forty-five for the principal
 sum of twenty-three (23.00) made and signed by the party of
 the first part, and payable to the order of the party of the
 second part, at Sand Springs, Okla., with interest thereon
 from date, at the rate of 8% per annum interest to be paid
 when notes are due.

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, ----- 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 25th day of May, 1923.

T.C. Carter SEAL

Pearl Carter SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 25th
 day of May, 1923, personally appeared T.C. Carter and Pearl Carter, his wife,

and -----
 to me known to be the identical person A. 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. 21, 1927 (SEAL) Art Stanton Notary Public

I hereby certify that this instrument was filed for record in my office on 14 day of June, A. D., 1923
 at 11 o'clock P. M. Book 439, Page 118
 By Brady Brown, Deputy. O.G. Weaver, County Clerk
 (SEAL)