

#233380 NS

Overbay Bros. Builders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H.G. Wiley and Ruth Love Wiley, his wife,
 of Tulsa, County, Oklahoma, part leaf of the first part, ha VS
 mortgaged and hereby mortgage to L.P. Thede
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Eight (8) Block Seven (7) of the Maple
 Park Addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

Subject to a mortgage to the Aetna Building &
 Loan Assn. of Topeka, Kansas, for \$5000.00
 dated June 6th, 1923.

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 Three Thousand and no/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 6 per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note ----- described as follows, to-wit:

One note for \$3000.00 payable to L.P. Thede, Three years
 from date of May 26th, 1923.

TREASURER'S RECEIPT

I hereby certify that I received \$ 180 and issued
 receipt No. 10082 therefor in payment of mortgage
 on the within mortgage.
 Dated this 16 day of June 1923
 WAYNE L. DICKEY, County Treasurer

Deputy

evidence of the within indebtedness.

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.

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 Twenty-five and no/100 ----- DOLLARS
 which this mortgage also secures, and ten per cent additional then due on balance due.

Part 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 26th day of May, 19 23.

H.G. Wiley

SEAL

Ruth Love Wiley,

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 26th
 day of May, 1923, personally appeared H.G. Wiley and Ruth Love Wiley, his wife,

and -----
 to me known to be the identical person se 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 May 11th, 1926. (SEAL) Marie B. Kneidl. Notary Public

I hereby certify that this instrument was filed for record in my office on 15 day of June A. D. 19 23
 at 4:10 o'clock P. M. Book 439, Page 126
 By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk