

Overday Bros., Binders

#231927 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Maurice Liberman and Rachel B. Liberman, man and wife of Tulsa, County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to George W. Herbold part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot One (1) in Block Twenty One (21) of Orcutt Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof;

It is expressly agreed between the parties that in event the said mortgagor shall at any time desire to re-finance his investment in said property, that the said mortgagor shall be entitled to obtain a first mortgage against the said premises, and any improvement that is thereon or may be added thereon, in any amount which said mortgagor may be able to secure and that in such event, the said mortgagee upon request of the said mortgagor shall release this mortgage in favor of such first mortgage as the said mortgagee may desire to place upon the said property, premises and improvements thereon, and that the said mortgagor shall thereupon execute, acknowledge and deliver to the said mortgagee a second mortgage to secure the payment of the balance due under this mortgage at that time which mortgage shall be second and subject to any first mortgage which said mortgagor may be able to place against the said property, premises and improvements thereon.

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 Twenty Three Hundred twenty and no/100 DOLLARS with interest thereon at the rate of 8 per cent per annum, payable semi annually from June 1st, 1923 according to the terms of 42 certain promissory note described as follows, to-wit:

Dated June 1st, 1923, numbered one to 42 inclusive, the first note being for the sum of Fifty Five Dollars due July 1st, 1923, and a note for similar amount falling due on the first day of each succeeding month for 40 months, and one note for Sixty five Dollars falling due on the 42nd month after date, all bearing interest at the rate of 8 per cent per annum, payable semi-annually.

Subject to a first mortgage for \$2000.00 in favor of the Tulsa Building and Loan Association now of record.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 130 and issued Receipt # 2789 for the payment of mortgage
Dated May 31
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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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part shall be entitled to the immediate possession 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 \$25.00 and 10% of amount remaining unpaid, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 29th day of May, 1923.

Maurice Liberman SEAL

Richard B. Liberman, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May 23, a Notary Public in and for said County and State on this 29th day of May, 1923 personally appeared Maurice Liberman and Rachel B. Liberman, man and wife,

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 hand and official seal the day and year last above written.
My commission expires Dec. 1st, 1925 (SEAL) E.N. Riley Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of May, A. D., 1923 at 5:30 o'clock A. M. Book 439, Page 14
By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk