

Overlaid Bros. Binders

233709 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. S. Viner and Anna Viner (his wife)
of Tulsa County, Oklahoma, part 1931 of the first part, ha VS
mortgaged and hereby mortgage to Mrs. Nannie T. Dayton
of Tulsa 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) in Block Seven (7) in Hillcrest

Addition to the City of Tulsa, Oklahoma, according
to the recorded plat thereof

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 Four Thousand and No/100 DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from June 20th, 1923
according to the terms of One certain promissory note described as follows, to-wit:

One note dated June 20th 1923, for \$4000.00 for three years with
interest at the rate of eight percent per annum payable semi-annually.

10166 240
20 June 1923
WILLIAM L. BRYANT, County Treasurer
3.8
Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ^{ies} 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 part ^{ies} 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 Four Hundred and No/100 DOLLARS
which this mortgage also secures.

Part ^{ies} 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 20th day of June, 19 23

A. S. Viner SEAL
Anna Viner SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 23, a Notary Public in and for said County and State on this 20th
day of June, 19 23, personally appeared

A. S. Viner
and Anna Viner (his wife)
to me known to be the identical person S 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. 25th, 1925. (Seal) Samuel M. Epstein, Notary Public

I hereby certify that this instrument was filed for record in my office on 20 day of June A. D., 19 23
at 11:40 o'clock A. M. Book 439, Page 151.
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk