

Overbay Bros., Binders

233778 C.M.J. REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Malinda J. Beals, a widow of City of Tulsa Tulsa County, Oklahoma, part V of the first part, ha. S. mortgaged and hereby mortgage to Harry Montague part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Eleven (11) in Block Three (3) in Northmoreland Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, subject to first mortgage to the Home Building and Loan Association in the amount of One Thousand (\$1,000.00) Dollars dated January 26th, 1922, and filed January 28th, 1922.

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 Nine Hundred Seventy-one and 12/100 DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable monthly ammtly from maturity according to the terms of 39 certain promissory note S described as follows, to-wit:

Thirty-eight for \$25.00, one due each month until all have been paid and one for \$21.12, being the thirty-ninth note. First note due July 16th, 1923.

10213 -602
22 June 1923
A. J.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby covenant S and agree S 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 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 V shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of Ninety-seven DOLLARS which this mortgage also secures.

Part V of the first part, for said consideration, do es 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, 1923

Malinda J. Beals SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, on the 20th day of June, 1923, a Notary Public in and for said County and State on this 20th day of June, 1923, personally appeared Malinda J. Beals, a widow

and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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. 6th, 1926. (Seal) W. A. Setsor, Notary Public

I hereby certify that this instrument was filed for record in my office on 21 day of June A. D. 1923 at 10:10 o'clock A. M. Book 439, Page 154

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