

Overbay Bros., Binders

233796 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Geo. W. Martin
 a _____ of Tulsa, Tulsa County, Oklahoma, part V of the first part, ha-
 mortgaged and hereby mortgage to Jessie Gilbert
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The East 50 feet of Lot Thirteen (13) and the East
 50 feet of South 50 feet of Lot Twelve (12) in
 Block 3 of the Kinloch Park Addition to the city
 of Tulsa, according to the recorded plat thereof.

I hereby certify that this instrument was filed for record in my office on June 21 1923
 at 11:30 o'clock A. M. Book 439, Page 156
 By Brady Brown Deputy. (Seal)

Wayne L. Dickey, County Treasurer
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with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

Deputy

This mortgage is given to secure the principal sum of
One Hundred Sixty and No/100 DOLLARS,
 with interest thereon at the rate of 5 per cent, per annum, payable monthly annuity from date hereof
 according to the terms of one certain promissory note described as follows, to-wit:

One note made by Geo. W. Martin in favor of Jessie Gilbert
 dated May 31, 1923 and payable \$10.00 each month from and
 including June 30, 1923 to and including September 30, 1924.
 Interest on the balance payable each month.

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

Said part V of the first part hereby agree and, that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of Ten per cent DOLLARS
 which this mortgage also secures.

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

Dated this 21st day of May, 1923.

Geo. W. Martin

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 8th
 day of June, 1923, personally appeared
Geo. W. Martin

and _____
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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 July 9, 1925. (Seal)

Harold S. Baer,

Notary Public

I hereby certify that this instrument was filed for record in my office on 21 day of June, A. D., 1923
 at 11:30 o'clock A. M. Book 439, Page 156
 By Brady Brown Deputy. (Seal) O. G. Weaver, County Clerk