

Overbay Bros. Builders

233810 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. L. Eagleton Jr. and Pauline Eagleton, his wife
of Tulsa County, Oklahoma, part^{ies} of the first part, ha^{ve}
mortgaged and hereby mortgage to Max W. Campbell and G. P. Green
of Tulsa County, Oklahoma, part^{ies} of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-five (25) in Block Seven (7), Hillcrest
Addition to the city of Tulsa, Oklahoma, according
to the recorded plat thereof.

10189
Date June 21, 1923
WAYNE L. ELLY, County Treasurer
A. J. Deputy

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
One Thousand Three Hundred Twenty Five and No/100 DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable monthly from date
according to the terms of 27 certain promissory note S described as follows, to-wit:

26 notes of even date in the sum of \$55.00 each, the first of
which becomes due 9th of July 1923 and one on the 9th of each
and every months thereafter for a period of 26 months and one
note of even date in the sum of \$19.15 due 27 months from date
hereof. All notes are signed by W. L. Eagleton Jr. and bear
interest from maturity at the rate of 8% per annum computed
and payable annually.

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 part^{ies} 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 Ten per cent of principal and Ten 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 9th day of June, 19 25

W. L. Eagleton

SEAL

Pauline Eagleton

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 9th
day of June, 19 25, personally appeared

W. L. Eagleton Jr.

and Pauline Eagleton, his wife

to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they
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. 16, 1927. (Seal) May Speight Notary Public

I hereby certify that this instrument was filed for record in my office on 21 day of June, A. D., 19 25
at 2:00 o'clock P. M. Book 439, Page 157
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk