

Overbay Bros., Binders

233811 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. H. Zachariae and wife, Mae E. Zachariae
 a _____ of Tulsa County, Oklahoma, part 188 of the first part, ha ye
 mortgaged and hereby mortgage to R. M. McCreery
 of _____ part 1 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty (20) in Block One (1) of
 Boswell Addition to the city of Tulsa, Okla.
 according to the recorded plat thereof.

Recorded in 10 1923, 26
 Landed 21 June 1923
 WATHE L. LUFFY, County Treasurer
ay 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 _____
Twelve Hundred Ninety-eight and 08/100 DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable as herein-after stated date _____
 according to the terms of 21 certain promissory note 8 described as follows, to-wit:

Nineteen notes this dated executed and delivered each for the
 sum of \$60.00, the first note maturing on the 15th day of
 July, 1923 and one note for the sum of \$34.97 maturing on the
 15th day of February, 1925, said notes bearing interest at the
 rate of 8% per annum computed and payable monthly on whole sum
 unpaid each month, such interest being included in the face of
 each note; and one note for the sum of \$200. maturing January
 1, 1924 which bears interest at the rate of 8% per annum payable
 at maturity.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 188 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 y shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 188 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 \$50. and 10% of the amount recovered DOLLARS
 which this mortgage also secures.

Part 188 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 15th day of June, 19 23.

E. H. Zachariae SEAL

Mae E. Zachariae SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 15th
 day of June, 19 23, personally appeared _____

E. H. Zachariae
 and wife, Mae E. Zachariae
 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. M. M. Simpson, Notary Public
 My commission expires Nov. 1, 1924. (Seal)

I hereby certify that this instrument was filed for record in my office on 21 day of June, A. D., 19 23
 at 2:00 o'clock P. M. Book 439, Page 158

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