

Overbay Bros. Binders

#233866 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Monroe Engler and Barba Engler, his wife,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to I. J. Weinman and A. L. Lowenstein,
 of Tulsa, parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Number Thirteen (13) in Block Number One (1) in the
 Hudson Addition to the City of Tulsa, Oklahoma.

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P.B.

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 Ten Thousand & No/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 6 per cent, per annum, payable ----- annually from ----- date -----
 according to the terms of two certain promissory note ----- described as follows, to-wit:

One note of \$5000.00 due June 1, 1928, payable to I. J. Weinman
 One note of \$5000.00 due June 1, 1928, payable to A. L. Lowenstein

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 parties 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 Ten Dollars & Ten per cent ----- 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 1st day of June, 1923.

Monroe Engler

SEAL

Barba Engler

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this -----
 day of -----, 1923, personally appeared Monroe Engler and Barba Engler, his wife,

and -----
 to me known to be the identical person ----- 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 Nov. 21, 1923 (SEAL) A. H. Kendel, Jr. Notary Public

I hereby certify that this instrument was filed for record in my office on 22 day of June A. D., 1923
 at 9 o'clock A. M. Book 439, Page 160

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