

COMPARED

## MORTGAGE RECORD NO. 456

Overbay Bros. Binders

#233866 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F.S. Keithly and Lena Keithley, his wife,  
Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to J.A. Stough and S. N. Garman,  
 of part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Nineteen (19) Block Thirty three (33) of West  
 Tulsa, Oklahoma.

TREASURER'S DISCOUNT  
 I hereby certify that I received \$4.48 and issued  
 Receipt No. 10240 for the payment of mortgage  
 tax on the within instrument.  
 Dated this 23 day of June, 1923.  
 WAYNE L. DICKLEY, County Treasurer  
 O.L.B.  
 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 Nine Hundred (900) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable as follows from  
 according to the terms of one certain promissory note described as follows, to-wit:

Dated concurrently herewith, for \$900.00, payable in in-  
 stallments of Twenty (20) Dollars on the 25th day of each  
 month as hereinafter set forth, that is to say Twenty (20)  
 Dollars on the 25th day of July, 1923, and a like sum on  
 the 10th day of each and every month thereafter, in con-  
 secutive order until the full principal sum has been paid.  
 That said note shall also provide for the payment of in-  
 terest on said principal sum at each of said installment pay-  
 ments, which interest shall be for the period immediately  
 preceding monthly payments. It being the intention of the  
 parties to so provide for interest payments to cover all then  
 due when and as each payment is made.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 parties 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, will pay a  
 reasonable attorney's fee of One Hundred Eighty DOLLARS  
 which this mortgage also secures.

Parties 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 21st day of June, 1923.

F.S. Keithley

SEAL

Lena Keithley

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 18  
 day of June, 1923 personally appeared F.S. Keithley and Lena Keithley,

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 July 24, 1926. (SEAL) J. T. Chamblee, Notary Public

I hereby certify that this instrument was filed for record in my office on 22 day of June, A. D., 1923  
 at 10:40 o'clock A. M. Book 439, Page 162  
 By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk