

Overbay Bros. binders

234018 G. M. J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. B. Viers, a widower,
 a Sperry in Tulsa County, Oklahoma County, Oklahoma, part V of the first part, haS
 mortgaged and hereby mortgage to J. D. Winters
 of part V of the second part, the following described real estate and promises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Ten (10) in Block Eight (8) in the Town of Sperry,
 Oklahoma, according to the recorded plat thereof,

10256 286
 25 June 1923
 a.g.

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 One Hundred & No/100 (\$1100.00) DOLLARS,
 with interest thereon at the rate of ten per cent, per annum, payable annually from maturity until paid,
 according to the terms of one certain promissory note described as follows, to-wit:

One note dated May 28th, 1923, due May 28th, 1924, for \$1100.00;
 said note being drawn on the regular form of customer's note now
 in use by the State Guaranty Bank, Sperry, Oklahoma.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby
 covenant S and agree S 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 S, that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of One Hundred & No/100 (\$100.00) 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 28th day of May, 19 23

M. B. Viers

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May 19 23, a Notary Public in and for said County and State on this 28th
 day of May, personally appeared
M. B. Viers, a widower

and he
 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 August 12th, 1926. (Seal) Joe Harshbarger, Notary Public

I hereby certify that this instrument was filed for record in my office on 23 day of June, A. D., 19 23
 at 10:20 o'clock A. M. Book 489, Page 168
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk