

Overbay Bros. Binders

234066 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lola May Von Thun and J. H. Von Thun, her husband
 a _____ of Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to S. Karl Bean
 of _____ part 1st of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot One (1) Barrett & Evans Sub-Division of the East
 (E1) of the Southwest Quarter (SW1) of Section Seventeen (17)
 Township Twenty (20) North, Range Thirteen (13) East of the
 Indian Meridian, Tulsa County, State of Okla. according to
 the recorded plat thereof.

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 Eleven hundred & Fifty 00/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi annually from _____ date _____
 according to the terms of 6 certain promissory note S described as follows, to-wit:

6 promissory notes dated June 25, 1923. One each due every six (6) month
 with interest at eight (8) per cent per annum, made payable to S. Karl Bean
 and signed by Lola May Von Thun and J. H. Von Thun her husband.
 Notw#1 191.66 Int. 46.00 Note 5-191.66 Int. 15.34
 " 2 191.66 " 38.34 " 6-191.66 " 7.68
 " 3 191.66 " 30.67
 " 4 191.66 " 23.00

RECEIVED
 I have hereby received from 1662 and issued
 Receipt 10255 for the payment of mortgage
 tax on the within instrument.
 Dated 26 June 1923
 WAYNE L. LAFLEY, County Treasurer
a.f.

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 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 Twenty-five 00/100 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 June 23 day of June, 1923.

Lola May Von Thun SEAL

J. H. Von Thun SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 23rd
 day of June, 1923, personally appeared _____

and Lola May Von Thun
J. H. Von Thun, her husband
 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. Al H. Westerman, Notary Public
 My commission expires Feb. 6, 1927. (Seal)

I hereby certify that this instrument was filed for record in my office on 23 day of June A. D., 1923
 at 2:40 o'clock P. M. Book 439, Page 172
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk