

Overbay Bros. Binders

234215 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Gus Tankersley and Nancy Tankersley, his wife,
R of Tulsa County, Oklahoma County, Oklahoma, parties of the first part, ha^{ies}
mortgaged and hereby mortgage to J. D. Winters,
of part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lots One (1), Two (2), Three (3) and Four (4) in Block
Three (3) in the Town of Sperry, Tulsa County, Oklahoma,
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 One Thousand Five Hundred & No/100 (\$1500.00) DOLLARS,
with interest thereon at the rate of ten per cent, per annum, payable annuity from maturity until paid,
according to the terms of one certain promissory note described as follows, to-wit:

One note dated June 25th, 1923, due December 25th, 1923, for
\$1500.00, providing for an attorney fee, and drawn on the
regular form of note now in use by the State Guaranty Bank of
Sperry, Oklahoma.

THE STATE OF OKLAHOMA
I hereby certify that the above is a true and correct copy of the original
Recorded in Book 10305, Page 185
tax on the value of the property
Dated this 27th day of June, 1923
WAYNE L. DIXIEY, County Treasurer
R. J.

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 part shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said part^{ies} 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 Fifty & No/100 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 25th day of June, 1923

Gus Tankersley SEAL
Nancy Tankersley SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Joe Harshbarger, a Notary Public in and for said County and State on this 25th
day of June, 1923, personally appeared

Gus Tankersley
and Nancy Tankersley, his wife
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. Joe Harshbarger, Notary Public
My commission expires August 12th, 1926. (Seal)

I hereby certify that this instrument was filed for record in my office on 26 day of June, A. D., 1923
at 11:20 o'clock A. M. Book 439, Page 185 (Seal) O. G. Weaver,
By Brady Brown, Deputy. County Clerk