

Overbury Bros. Binders

234321 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Cora E. Borah  
 of Tulsa County, Oklahoma, part V of the first part, ha S  
 mortgaged and hereby mortgage to T. C. Rogers  
 of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Fifty (50) and the East Eight and One Third  
 (8 1/3) feet of Lot Forty Nine (49) Block Seven (7)  
 College View Addition to the city of Tulsa, County of  
 Tulsa, State of 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 Twenty Two Hundred and Seventy Five (\$2275.00) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from date on unpaid balance  
 according to the terms of 36 certain promissory note S described as follows, to-wit:

Thirty Five Notes in the amount of \$25.00 each, due and payable on 28th day of  
 each and every month from date with interest thereon at the rate of 8 per centum  
 per annum, payable monthly on the entire unpaid balance.

One note in the amount of \$1400.00 due and payable in Thirty Six Months from date  
 with interest as above mentioned.

1 Hereby 2.82 and having  
 Received 19278 of the STATE OF OKLAHOMA  
 tax on the value of the  
 Dated this 27 day of June 1923  
WAYNE L. ENLEY, County Treasurer  
W. J.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said party V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, S will pay a  
 reasonable attorney's fee of \$200.00 DOLLARS  
 which this mortgage also secures.

Part V of the first part, for said consideration, do S hereby expressly waive appraisement of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 23rd day of June, 1923

Cora E. Borah

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W. Warren Ferrell, a Notary Public in and for said County and State on this 28th  
 day of June, 1923, personally appeared  
Cora E. Borah (widow)

and her  
 to me known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that she executed  
 the same as her 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 March 18, 1927. (Seal) W. Warren Ferrell Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of June, A. D., 1923  
 at 8:30 o'clock A. M. Book 489, Page 188  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk