

Gyechay Bros. Binders

234328 C.M.J.

# REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jno. M. Goldesberry and Fannie M. Goldesberry, his wife, of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to H. E. Williams, of \_\_\_\_\_ part 2 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of the East Half of Lot Ten (10) in Block Eleven (11) in Highlands Addition to the city of Tulsa, 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 Three thousand seventy-four and 87/100 eight DOLLARS, with interest thereon at the rate of eight per cent, per annum, payable as stated monthly from date according to the terms of two certain promissory note s described as follows, to-wit:

One note for the sum of \$200.00 due on or before Aug. 1, 1923, bearing interest at the rate of 8% per annum payable at maturity; and one note for the sum of \$2874.87 payable at the rate of \$25.00 per month which sum is to be applied first on the interest due on the entire deferred amount from month to month and the balance to be applied on principal. The balance unpaid on said note at the end of three years shall then become due and payable, but in case the mortgagors still own the property at that time it is agreed that the first mortgage on the above property shall be increased to the full loan value thereof such increase being applied on the second mortgage and any balance remaining shall be carried by the holder of the second mortgage on same monthly payment basis of \$25.00 per monthly until fully paid out. This mortgage is subject and inferior to a first mortgage originally for the sum of \$3000.00 in favor of the Home Building & Loan Association of Tulsa, Oklahoma.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party ~~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 insured, 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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate possession 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 \$50.00 and 10% of face hereof, which this mortgage also secures, DOLLARS

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

Dated this 26th day of June, 1923

Jno. M. Goldesberry

SEAL

Fannie M. Goldesberry

SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 26<sup>th</sup>  
day of June, 1923, personally appeared \_\_\_\_\_

Jno. M. Goldsberry

and Fannie M. Goldesberry, 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.

My commission expires Aug. 21, 1924. (Seal) C. E. Hart, Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of June A. D. 19 23

at 10:00 o'clock. A. M. Book 480, Page 191

By **Brady Brown,** Deputy, **(Seal)** **O. G. Weaver,** County Clerk