Overbay Bros., Unders 234331 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Chas. D. Dial and Lois Dial (husband and wife) and E. G. Aston, and Ruth Aston, (husband and wife) of Tulsa, Oklahoma, part 1981 the first part, have mortgaged and hereby mortgage to W. L. mcCaskey part_F of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Two (2) in block Five (5) of East Lynn Addition to the City of Tulsa, in the County of Tulsa, State of Oklahoma, according to the recorded plat thereof,

This mortgage is given subject to a first mortgage dated August 31st, 1922, in favor of E. A. Brown, in the sum of \$2950.00 payable at the rate of \$50.00

	improvements				

This mortgage	is given to secure the principal sur	n of			
	Eight Hundred	(\$800.00)			DOLLARS.
with interest thereon	at the rate of per cent, per an	num. pavable semi-	annually from	date hereof	
	one certain promiss				

Tulsa, Okla., June 26th 1923, on or before June 26th, 1926 after date for value received, I promise to pay to the order of W. L. McCaskey, Eight Hundred dollars, (\$800.00) at Tulsa, oklahoma, without defalcation or discount with interest at the rate of eight per cent per annum, payable semi-annually from date hereof, until paid.

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O. G. Weaver,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part—— 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 Tavor 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 mortage 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 partic Shall be entitled to the immediate possession of the premises and all the rents and profits thereof. Said part 168 of the first part hereby agree, that in the event action is brought to foreclose this mortgage, reasonable attorney's fee of ten per cent of face of mortgage which this mortgage also secures. Part 168 of the first part, for said consideration, do_____hereby expressly waive appraisement of said real estate and all benefit of meetend, exemption and stay laws in Oklahoma. Dated this 26th day of June E. G. Aston Chas. D. Dial Ruth Aston Lois Dial to me known to be the identical person. S who executed the within and foregoing instrument and acknowledged to me that 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 April 17th. 1927. (Seal) Chas. X. Warren, June A. D., 19 23

...Deputy.