

Overbay Bros. Under

234334 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. S. Thomas and Georgia E. Thomas, his wife,
 a _____ of Tulsa County, Oklahoma, part 198 of the first part, ha Y9
 mortgaged and hereby mortgage to Jessie Ault
 of _____ part X of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Block Thirty-seven (37) of the Original
 Town, now City of Tulsa, Oklahoma, according to the official
 plat thereof; and Lot Two (2) in Block Two (2) of Bliss
 Addition to the city of Tulsa, according to the Recorded
 Plat thereof,

RECORDED
 I hereby certify that recorded 12.00 and indexed
 Receipt No. 10285 of the Department of Mortgages
 on the 27 day of June 1923
A. G.

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 Thousand and No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from _____ date _____
 according to the terms of Five certain promissory note S described as follows, to-wit:

Five Certain promissory notes of even date herewith, due respectively one,
 two, three, four, and five years from date, each in the sum of \$4,000.00,
 with interest at 8 per cent., per annum, payable semi-annually.

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 Y 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, they will pay a
 reasonable attorney's fee of Two Thousand and 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 26th day of June, 1923

J. S. Thomas

SEAL

Georgia E. Thomas

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 23, a Notary Public in and for said County and State on this 26th
 day of June, 1923, personally appeared _____

J. S. Thomas

and Georgia E. Thomas, his wife,

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.

My commission expires 12/13/1925 (Seal) W. C. Martin, Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of June A. D., 1923

at 10:30 o'clock A. M. Book 439, Page 193

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