

Overbury Bros., Binders

234354 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. M. Gallaher and Elizabeth M. Gallaher, his wife  
 of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to W. C. Abrams  
 of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of lot three (3) in Block six (6) of the re-subdivision  
 of a part of block five (5) in Terrace Drive Addition to the  
 City of Tulsa, 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 three hundred eighty nine & 62/100 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from date on the unpaid balance  
 according to the terms of 24 certain promissory note 8 described as follows, to-wit:

Twenty three (23) notes @ \$25.00 each  
 One note @ \$2180.27, which notes represent the principal  
 plus interest on the unpaid balance computed monthly.

THE COUNTY TREASURER  
 I hereby certify that 16 and interest  
 Receipt No. 279 is in payment of mortgage  
 tax on the within mortgage.  
 Dated June 27, 1923  
WAYNE L. WILKINSON, County Treasurer  
A. James

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 ies 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 One hundred & 00/100 DOLLARS  
 which this mortgage also secures.

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

Dated this 22nd day of June, 1923

E. M. Gallaher SEAL

Elizabeth M. Gallaher SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, June 27, 1923, a Notary Public in and for said County and State on this 22nd  
 day of June, personally appeared

E. M. Gallaher  
 and Elizabeth M. Gallaher, his wife  
 to me known to be the identical person 8 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 January 9, 1926. (Seal) Cordia Abbott, Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of June, A. D., 1923  
 at 1:00 o'clock P. M. Book 439, Page 194  
 By Brady Brown, Deputy. (S al) O. G. Weaver, County Clerk