

Overbay Bros., Builders

234367 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James E. Calvert, and Leola R. Calvert, his wife  
 of Tulsa County, Oklahoma, part 1st of the first part, ha<sup>ve</sup>  
 mortgaged and hereby mortgage to Nannie B. Moore  
 of Tulsa County, Oklahoma, part 1st of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot thirteen (13), in Block One (1) in Crutchfield Addition,  
 Tulsa County, State of Oklahoma.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same. Subject to \$1500.00  
 mortgage given to Sue R. Pruitt dated April 23, 1923.

This mortgage is given to secure the principal sum of Two hundred sixty six and 65/100 DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable annually from maturity  
 according to the terms of one certain promissory note described as follows, to-wit:

one note for \$266.65 payable \$35.00 every thirty days

evidence of the within indebtedness.

TREASURER'S RECEIPT  
 I hereby certify that I have received and issued  
 Receipt No. 10322 for the payment of mortgage  
 taxes the sum of 28 dollars  
 Dated this 28 day of June, 1923  
VINCENT B. MANN, County Treasurer  
V.B.M.  
 Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part<sup>ies</sup> 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.

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<sup>y</sup> shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part<sup>ies</sup> of the first part hereby agree that in the event action is brought to foreclose this mortgage, we<sup>ve</sup> will pay a  
 reasonable attorney's fee of Ten and No/100 DOLLARS  
 which this mortgage also secures.

Part<sup>ies</sup> 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 25th day of June, 1923

Jas. E. Calvert

SEAL

Leola R. Calvert

SEAL

STATE OF OKLAHOMA, County of Oklahoma, ss:

Before me, June, 1923, a Notary Public in and for said County and State on this 25th  
 day of June, 1923 personally appeared

James E. Calvert and Leola Calvert, his wife

and they  
 to me known to be the identical person<sup>s</sup> 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 July 27, 1926. (Seal) Vincent B. Mann, Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of June, A. D., 1923  
 at 2:40 o'clock P. M. Book 430, Page 196

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