

Overbay Bros. Binders

234426 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clara A. Thurlwell and C. R. Thurlwell, her husband
 a Tulsa, Tulsa County, Oklahoma, part 1st of the first part, ha VS
 mortgaged and hereby mortgage to Alice L. Kuenzel
 of part V 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 Twenty (20), Burgess Hill 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 Five Thousand and No/100 DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

One note of even date herewith executed by first parties
 to second party for the principal sum of Five Thousand
 dollars, due three years after date with interest at the
 rate of eight per cent per annum, interest payable semi-
 annually.

RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF TULSA, OKLAHOMA
 This day of June 1923 and issued
 Receipt No. 10308 in full payment of mortgage
 made on the within instrument.
 Dated this 27 day of June 1923
 WAYNE L. LEMLEY, County Treasurer
282
 Deputy

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 Five Hundred and No/100 DOLLARS
 which this mortgage also secures.

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 27th day of June, 19 23

Clara A. Thurlwell SEAL

C. R. Thurlwell SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June, 19 23, a Notary Public in and for said County and State on this 27th
 day of June, 19 23, personally appeared

Clara A. Thurlwell
 and C. R. Thurlwell, her husband
 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. 15th, 1925. (Seal) Wm. S. Bailey Jr. Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of June, A. D., 19 23

at 9:30 o'clock A. M. Book 439, Page 201

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