

Overbay Bros., Binders

234453 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Stephanie E. Martin and E. T. Martin, her husband
 of Tulsa County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to T. C. Rogers
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The East Sixteen and Two Thirds (16 2/3) feet of Lot
 Forty Eight (48) and the West Sixteen and Two Thirds
 (16 2/3) feet of Lot Forty nine (49) Block Seven
 (7) College View Addition to the city of Tulsa, County
 of Tulsa, State of 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
Two Thousand Four Hundred Fifty and No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly annuity from date on unpaid bal.
 according to the terms of 36 certain promissory note 8 described as follows, to-wit:

35 notes in the sum of \$25.00 each, the first of which is due June 30th
 1923 and one each month thereafter. One note in the sum of \$1575.00
 due 36 months from date. All notes are dated May 31st 1923 and bear
 interest at the rate of 8% per annum computed and payable monthly on
 the entire balance. All notes are signed Stephanie E. Martin and E.T.
 Martin.

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 V 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, ies will pay a
 reasonable attorney's fee of \$200.00 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 31st day of May, 19 23

Stephanie E. Martin SEAL

E. T. Martin 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 9th
 day of June, 19 23, personally appeared

Stephanie E. Martin
 and E. T. Martin, her husband

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 Mar. 18th, 1927. (Seal) W. Warren Fewell, 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 11:50 o'clock A. M. Book 439, Page 202

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