

COMPARED

Overlaid Bros., Binders

#234624 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Susie Alice Tyner and Aaron Tyner, her husband,
 of Tulsa, County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to Max Halff,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The Southerly Fifty (50) feet of Lot Number Six (6)
 in Block Number one hundred Twenty-five (125) in the
 Original Townsite in the City of Tulsa, Tulsa County,
 State of Oklahoma, according to the original plat
 and survey thereof.

RECORDED UNDER PAYMENT
 I hereby certify that receipt of \$180 and amount
 hereof No. 12353, for payment of mortgage
 tax on the within mortgage.

Dated this 30 day of June, 1923
 WAYNE L. HAZEL, County Treasurer

Deputy

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 Three Thousand (\$3000.00) -----
 ----- DOLLARS,
 with interest thereon at the rate of nine per cent, per annum, payable semi annually from date
 according to the terms of one certain promissory note ----- described as follows, to-wit:

\$3000.00

Tulsa Oklahoma.,
 June 29, 1923.

One note dated June 29, 1923, executed by Susie Alice Tyner
 and Aaron Tyner her husband, to Max Halff, Tulsa, Oklahoma,
 in the principal sum of \$3000.00 due three years after date
 with interest at the rate of 9% per annum, payable semi-
 annually from date until paid, according to the terms of said
 note.

Signed Susie Alice Tyner,
 Aaron Tyner,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 party 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 \$15.00 and 10% of principal sum ----- DOLLARS
 which this mortgage also secures.

Parties 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 29th day of June, 1923.

Susie Alice Tyner, SEAL

Aaron Tyner, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 29th
 day of June, 1923, personally appeared Susie Alice Tyner, and Aaron Tyner, her
Husband,

xxx 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 Dec. 2, 1924. (SEAL) C.J. Thornton, Notary Public

I hereby certify that this instrument was filed for record in my office on 30 day of June A. D., 1923

at 9 o'clock A. M. Book 439, Page 218

By Brady Brown Deputy. O.G. Weaver, County Clerk

(SEAL)