

Overbay Bros., Binders

234629 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. H. Menger and Vera C. Menger, his wife
 of Tulsa County, Oklahoma, part 1st of the first part, ha-
 mortgaged and hereby mortgage to W. Warren Ferrell
 of part 2 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The North Thirty Seven and One Half (N37½') feet of the
 South Seventy Five (S75') feet of the South Seventy Five
 (S75') of Lot One (1) in Block Two (2) of Highlands Addition
 to the city of Tulsa, Tulsa County, Oklahoma.

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 W.W. Stucky 38B

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 Seven Hundred Sixty Nine and 07/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable Monthly annually from date
 according to the terms of 36 certain promissory note 8 described as follows, to-wit:

35 notes dated June 30th 1923 in the sum of 45.58 each, the first of
 which becomes due July 30th and one on the 30th of each and every month
 thereafter for a period of 35 months and one note in the sum of \$1703.81
 due 36 months from date. All notes are signed E. H. Menger and Vera C.
 Menger and draw interest at the rate of 8% per annum from maturity.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 2 shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 1st of the first part hereby agree that in the event action is brought to foreclose this mortgage, 1st will pay a
Ten per cent of principal and ten DOLLARS
 reasonable attorney's fee of 10 which this mortgage also secures.

Part 1st 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 30th day of June, 1923

E. H. Menger

SEAL

Vera C. Menger

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 1st, a Notary Public in and for said County and State on this 30th
 day of June, 1923, personally appeared

E. H. Menger
 and Vera C. Menger, 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 December 2, 1926. (Seal) Lula A. Cofer, Notary Public

I hereby certify that this instrument was filed for record in my office on 30 day of June, 1923
 at 9:30 o'clock A. M. Book 439, Page 222
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk