

Overby Bros. Binders

234718 O.M.J. SECOND REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That George T. Cathey and Minnie Cathey, his wife
 of Tulsa, Tulsa County, Oklahoma, part ies of the first part, ha- VS
 mortgaged and hereby mortgage to Mrs. Natalie Carter Broach
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of the Westerly Fifty Feet (50) of Lot Seven (7)
 in Block One Hundred and Thirteen (113) in the City
 of Tulsa, in the State of Oklahoma, according to the
 official and recorded plat thereof. Also Lot Six (6)
 in Block Eleven (11) in Broadmoor Addition to the city
 of Tulsa, Tulsa County, 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 Ten Thousand and No/100 DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi- annually from June 29th, 1923
 according to the terms of one certain promissory note described as follows, to-wit:

One note dated 6/29, 1923 due 6/29, 1926 for \$1000.00

This mortgage is given subject, and is inferior, to two certain mortgages
 for \$10000 and \$6000, and interest, given by said parties to Georgia State
 Savings Ass., and dated April 7th, 1920 and May 1st, 1919.

TREASURER'S RECEIPT
 The City of Tulsa has received \$6.00
 No. 10387
 W. W. Stuckey
 28.16

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.

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, ies will pay a
 reasonable attorney's fee of One Thousand and No/100 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 29th day of June, 19 23

Geo. T. Cathey

SEAL

Minnie Cathey

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 29th, 19 23, personally appeared Geo. T. Cathey
Minnie Cathey, his wife

and Geo. T. Cathey
Minnie Cathey, his wife
 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 March 10, 1925. (Seal) Fred S. Broach, Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of July, A. D., 19 23
 at 10:00 o'clock A. M. Book 439, Page 226
 By Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk