

Overbay Bros. Binders

234752 O.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mr. A. M. Elegar and Lennie Elegar his wife  
 a Tulsa of Tulsa County, Oklahoma, part — of the first part, have  
 mortgaged and hereby mortgage to D. H. Koeneman and Amilia Koeneman, his wife  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

West half of Lot Four (4), Block Thirty-four (34)  
 Original townsite to city of Tulsa, Tulsa County,  
 Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received 12 and issued  
 Receipt No. 10398 in payment of mortgage  
 tax on the within mortgage.

Dated this 2 day of July 1923

W. W. Stuckey County Treasurer

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 Dollars (\$2000.00) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable semi annually from July 2nd, 1923  
 according to the terms of one certain promissory note described as follows, to-wit:

One certain promissory note for Two Thousand Dollars (\$2000.00)  
 dated July 2nd, 1923, payable February 2nd, 1927. Privilege of  
 paying One Hundred Dollars (\$100.00) or more at any interest  
 bearing date.

evidence of the within indebtedness.

For value received, I acknowledge satisfaction and payment  
 in full of the within mortgage and same is hereby released.

Signed and acknowledged before me

Amilia Koeneman  
Amilia Koeneman  
Amilia Koeneman County Clerk

By Brady Brown Deputy

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

Said part<sup>ies</sup> 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 \$10.00 and ten per cent of amount remaining due DOLLARS  
 which this mortgage also secures.

Part<sup>ies</sup> 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 30th day of June 1923

A. M. Elegar

SEAL

Lennie Elegar

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

Mr. A. M. Elegar  
 and Lennie Elegar his wife  
 to me known to be the identical person<sup>s</sup> 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 April 13, 1927. (Seal) Edith V. Warren Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of July A. D. 1923  
 at 1:30 o'clock P. M. Book 439, Page 228  
 By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk