

MORTGAGE RECORD NO. 456

Overbay Bros. Binders

234790 C.M.J.

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That Marvin Vinick, a single man
 a Tulsa of Tulsa County, Oklahoma, part V of the first part, ha S
 mortgaged and hereby mortgage to Waltera, Walters & McBride
 of part 109 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Three (3) in Block Nine (9) of Burgess
 Hill Addition to the city of Tulsa, Oklahoma according
 to the recorded amended plat thereof.

Subject to a prior mortgage of \$3100.00 to Gum Brothers
 Company.

TREASURER'S ENFORCEMENT

I hereby certify that I received \$ 42 and issued
 Receipt No. 10462 for the payment of mortgage
 tax on the above described property.

Dated this 2 day of July 1923.
W.W. Stuckey Q.A.S.B.

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 Twenty-one Hundred Fifty and No/100 (\$2150.00) DOLLARS,
 with interest thereon at the rate of 8 1/2 per cent, per annum, payable semi annually from March 8th, 1923
 according to the terms of 16 certain promissory note S described as follows, to-wit:

15 notes for \$75.00 each and one note for \$1025.00, all bearing
 date of March 8th, 1921, numbered from 21 to 36 inclusive. First
 note of \$75.00 due December 8th, 1922 and one note due on the
 8th day of each month thereafter until all are paid, the last note
 for \$1025.00 due March 8th, 1924.

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

Said part V of the first part hereby agree they, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of 10% of amount recovered DOLLARS
 which this mortgage also secures.

Part V of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 4th day of June, 1923.

Marvin Vinick

SEAL

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 4th
 day of June, 1923, personally appeared Marvin Vinick

and he
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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 Jan. 12, 1926 (Seal) C. C. McGilvray, Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of July A. D. 1923
 at 4:00 o'clock P. M. Book 439, Page 232

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