

235041 DLE

Overbay Bros., Builders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. L. Kirksey and wife, Nora D. Kirksey of Tulsa County, Oklahoma, part 1st of the first part, MA mortgaged and hereby mortgage to Charles Mason Brown of part 2 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot 5, Block 2, in Bellview Addition to the City of Tulsa, according to the approved plat thereof, for the purpose of securing a deed to the property and this mortgage is given as a part payment on the purchase price.

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 Five Hundred Seventy Five (\$575.00) DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable Monthly from Date according to the terms of 23 certain promissory note 8 described as follows, to-wit:

of even date herewith and the first one is due July 15th 1923, and one note becomes due on the 15th of each month thereafter until all the notes are paid. Said notes are payable at the office of W. M. Fewel, or at the First National Bank of Tulsa, Notes are made by the above mortgagors

TREASURER'S RECEIPT
I hereby certify that I have received of J. L. Kirksey and wife the sum of Five Hundred Seventy Five (\$575.00) and have deposited the same in the First National Bank of Tulsa to the credit of Charles Mason Brown.
Dated this 5th day of July, 1923.
W. H. Black Treasurer

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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said parties 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 Ten percent on sum unpaid and \$25.00 DOLLARS which this mortgage also secures.

Part 1st 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 5th day of July, 1923.

J. L. Kirksey SEAL
Nora D. Kirksey SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State on this 5th day of July, 1923, personally appeared J. L. Kirksey and his wife Nora D. Kirksey

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 Oct. 16-1924 (SEAL) C. P. Monroy Notary Public

I hereby certify that this instrument was filed for record in my office on 5th day of July, A. D., 1923, at 3.30 o'clock P. M. Book 439, Page 246

By Brady Brown Deputy. (SEAL) O. C. Weaver County Clerk