

235046 DLE
Overly Bros. Binders

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Gladys Roney, nee Gladys Billington and F. C. Roney, her husband of Sand Springs, Tulsa County, Oklahoma, parties of the first part, has mortgaged and hereby mortgage to W. M. McCoy part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Beginning at the Southeast (SE) Corner of Tract Eight (8) Block Six (6) of the Billington Acre Tracts Thence North One Hundred Fifty (150) ft. Thence West Forty four (44) Ft., Thence South One Hundred Fifty (150) Ft., Thence East Fortyfour (44) Ft., To place of beginning. Tulsa County, Okla.,

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 THREE HUNDRED NINE AND 75/100 DOLLARS, with interest thereon at the rate of 10% per cent, per annum, payable Monthly from Maturity according to the terms of twelve certain promissory note S described as follows, to-wit:

All notes of even date hereof in the principle sum of Twenty-five and 81/100 Dollars (\$25.81) Each, made and signed by the party of the first part, payable to the order of the party of the second part, with interest thereon from maturity, at the rate of 10% per annum, at Sand Springs, Okla., according to the tenor of said notes.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 0.6 and from W. M. McCoy interest in payment of mortgage on the within mortgage.
Dated this 6 day of July 1923
W. M. McCoy W. M. McCoy
W. M. McCoy W. M. McCoy
Treasurer

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant S 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 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 part 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 S, that in the event action is brought to foreclose this mortgage, S will pay a reasonable attorney's fee of One Hundred and No/100 DOLLARS which this mortgage also secures.

Part ies 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 3rd day of July, 1923

Gladys Roney nee Gladys Billington SEAL
F. C. Roney SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Art Stanten, a Notary Public in and for said County and State on this 3rd day of July, 1923 personally appeared Gladys Roney, nee Gladys Billington and F. C. Roney, her husband

and me to me known to be the identical person 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 Feb. 21, 1927 (SEAL) Art Stanten Notary Public

I hereby certify that this instrument was filed for record in my office on 5th day of July, A. D., 1923 at 3.40 o'clock P. M. Book 439, Page 247
By Brady Brown Deputy. (SEAL) O. G. Weaver County Clerk