

235131 DLE

Overbay Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ruth Mohr, a single woman,
 of Tulsa County, Oklahoma, part y of the first part, has
 mortgaged and hereby mortgages to H. Horwits
 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

West Seventy-five (75) feet of Lots Four (4),
 Five (5) and Six (6), in Block Five (5), Park
 Hill Addition to the City of Tulsa, Tulsa
 County, Oklahoma, as per the amended plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 324 and issued
 Receipt No. 10486 therefor in payment of said amount
 due on the within mortgage.

W. H. Luckey, Treasurer
 July 1923.

P. L. B.
 July 1923

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 SIXTEEN HUNDRED FIFTY AND NO/100
 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from date
 according to the terms of one certain promissory note described as follows, to-wit:

One Promissory Note in the sum of \$1650.00 dated
 July 5th, 1923, due ninety (90) days after date,
 bearing interest at the rate of 8 percent per
 annum, and signed by the said Ruth Mohr, a single
 woman, in favor of the said H. Horwits;

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

Said part y of the first part hereby agree s, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of \$150.00 and 10% of the amount unpaid, less
 which this mortgage also secures.

Part y of the first part, for said consideration, do ss 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

Ruth Mohr SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State on this 5th
 day of July, 1923, personally appeared Ruth Mohr, a single woman

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed
 the same as her 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 May 2- 1925 (SEAL) J. Ulery Notary Public

I hereby certify that this instrument was filed for record in my office on 6th day of July A. D., 1923
 at 1.35 o'clock P. M. Book 135, Page 255 (SEAL)
 By Brady Brown Deputy. O. G. Weaver County Clerk