

COMPARED

MORTGAGE RECORD NO. 456

Overbay Bros. Binders

232102 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Samuel R. Dye and Ruth Dye, his wife
 a _____ of Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to George Penney & Chas. T. Abbott
 of _____ part ies of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots numbered Fourteen & Fifteen (14 & 15) in Block numbered
 Two (2), Park Hill Addition to Tulsa Oklahoma; according to
 the recorded plat thereof, as filed for record in the office
 of the County Clerk within and for Tulsa County Oklahoma.

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 _____
Four Thousand (\$4000.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from _____ date
 according to the terms of _____ certain promissory note _____ described as follows, to-wit:

One note of Four thousand (\$4000.00) dollars due on or before three
 (3) years after Date, at 8% interest payable semi-annually.

I hereby certify that this instrument was recorded on 24th and issued
 Recd. P. 98.39 _____
 tax of the within mortgage.
 Dated this 2 day of June 1923
W. J. L. L. County Treasurer
Asst. Secy

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

Said part ies 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 Four Hundred (\$400.00) DOLLARS
 which this mortgage also secures.

Part ies 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 31st day of May, 1923

Samuel R. Dye SEAL

Ruth Dye SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 31st
 day of May, 1923, personally appeared _____
Samuel Dye and Ruth Dye, his wife,

and _____
 to me known to be the identical persons _____ 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 June 15th, 1926. (Seal) Guy W. Settle, Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of June A. D., 1923
 at 10:00 o'clock A. M. Book 439, Page 26
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk