

235212 DLE.  
Overbay Bros. Binders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B. F. Pattus an un married man  
 of Tulsa County, Oklahoma, part Y of the first part, ha  
 mortgaged and hereby mortgage to I. W. Wall  
 of Tulsa County, Oklahoma, to-wit: part Y of the second part, the following described real estate and premises situated in

Lot two of T. D. Evans subdivision according to the duly  
 recorded plat in Register of Deeds office, Tulsa County  
 State of Oklahoma, said subdivision being a part of the  
 Southwest quarter (SW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ )  
 of section thirty two (32) township twenty north (20N)  
 range thirteen (13) east of the Indian base and Meridian.

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 Thousand Dollars DOLLARS,  
 with interest thereon at the rate of eight per annum, payable semi annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

One note dated June 29, 1923 due two years after date

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$ 1,200 and issued  
 Receipt No. 10508 therefor in payment of mortgage  
 dated June 7 1923  
W. W. Stuckey County Treasurer  
P. S. B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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.

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 Y of the first part hereby agree to, that in the event action is brought to foreclose this mortgage, will pay a  
 reasonable attorney's fee of one hundred fifty dollars DOLLARS  
 which this mortgage also secures.

Part Y 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 29th day of June, 19 23.

B. F. Pattus SEAL  
SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State on this 30th  
 day of June, 19 23 personally appeared B. F. Pattus

not to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that hes 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 July 16 1924 (SEAL) Mary M. Miller Notary Public

I hereby certify that this instrument was filed for record in my office on 7th day of July, A. D. 19 23  
 at 10.45 o'clock A. M. Book 486 Page 260  
 By Brady Brown Deputy, (SEAL) O. G. Weaver County Clerk