

Overbay Bros., Binders

235243 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mamie Flick and Hugh Flick, her husband
 of Tulsa County, Oklahoma, part 108 of the first part, ha VS
 mortgaged and hereby mortgage to Thomas E. Corley
 of Tulsa County, Oklahoma, part X of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The East Ninety (90) feet of Lot Number Eleven (11) in Block
 Number Four (4) in Ohio Place Addition to the city of Tulsa,
 Tulsa County, State of Oklahoma, according to the recorded
 plat thereof.

This mortgage subject to a first mortgage of \$2000.00 in
 favor of the Home Building and Loan Association.

10516
 7-9-1923
 W. W. Stucky, County Treasurer
 RLB

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
Two Thousand Forty Three 50/100 DOLLARS,
 with interest thereon at the rate of Eight per cent, per annum, payable monthly from date
 according to the terms of one certain promissory note described as follows, to-wit:

\$2043.50 Tulsa, Oklahoma, July 8, 1923.
 One note dated July 8th, 1923, executed by Mamie Flick and Hugh Flick to Thomas E. Corley,
 in the principal sum of \$2043.50 payable at the rate of \$30.00 monthly which amount shall
 include both principal and interest at the rate of 8%, said monthly interest to be de-
 ducted from said \$30.00 payment and balance to be credited to the principal, until paid.
 First payment due August 8th, 1923, and a like sum each and every month thereafter until
 paid in full.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 108 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 party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 108 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 \$10.00 and 10% of principal sum DOLLARS
 which this mortgage also secures.

Part 108 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 8th day of July, 1923

Mamie Flick

SEAL

Hugh Flick

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Max Hall, a Notary Public in and for said County and State on this 8th
 day of July, 1923, personally appeared

Mamie Flick
Hugh Flick, her husband
 to me known to be the identical person ss 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 January 31, 1927. (Seal) Max Hall Notary Public

I hereby certify that this instrument was filed for record in my office on 9 day of July, A. D., 1923
 at 9:00 o'clock A. M. Book 439, Page 264
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk