

Overbay Bros. Binders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We, Robert W. Kellough and Ethel B. Kellough, husband and wife of the City of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The Liberty National Bank, Tulsa, Oklahoma, of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Eleven (11) and Twelve (12) in Block Eighteen (18) Morningside Addition to the City of Tulsa, Oklahoma, according to the second amended plat thereof.

TULSA COUNTY RECORDS  
Filed for record July 1, 1923  
Book 10553 Page 272  
W. W. Stucky  
A. B.

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 Ninety-three Hundred & No/100 (\$9300.00) DOLLARS, with interest thereon at the rate of 10 per cent, per annum, payable annually from maturity according to the terms of one certain promissory note described as follows, to-wit:

One certain promissory note of even date herewith, for the principal sum of \$9300.00, payable September 15th, 1923, with interest thereon at the rate of ten per cent per annum, payable annually from maturity, To The Liberty National Bank, Tulsa Oklahoma, at its office in Tulsa, Oklahoma, signed by Robert W. Kellough and Ethel B. Kellough, husband and wife.

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

Said party 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 ten per cent of the principal sum of said note XXXXXX which this mortgage also secures.

Parties 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 9th day of July, 1923.

Robert W. Kellough SEAL  
Ethel B. Kellough SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public, a Notary Public in and for said County and State on this 9th day of July, 1923 personally appeared Robert W. Kellough

and Ethel B. Kellough, husband and wife, 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 April 6, 1927 (SEAL) Bertha Taylor Notary Public

I hereby certify that this instrument was filed for record in my office on 10th day of July, A. D. 1923 at 11:10 o'clock A. M. Book 10553 Page 272  
By Brady Brown Deputy. (SEAL) O. G. Weaver County Clerk