

Overbay Bros., Builders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. R. Moffett, a single man of Tulsa County, Oklahoma, part Y of the first part, has mortgaged and hereby mortgage to F. M. Rowell and Lola M. Rowell (Jointly) part 128 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Eight (8) and the East Half of Lot Nine (9) in Block Three
(3) Tulsa Square Addition to the City of Tulsa, Tulsa County, Oklahoma,
according to the recorded plat thereof.

10505
W. W. Stuckey
J. O. 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 ONE THOUSAND SEVEN 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 36 certain promissory note described as follows, to-wit:

35 Notes in the sum of \$25.00 each, the first of which is due August 3rd, 1923 and one on the 3rd of each month thereafter for a period of 35 months. One note in the sum of \$875.00 due 36 months from date hereof. All notes signed H. R. Moffett and dated July 3rd, 1923 and bear interest at the rate of 8% per annum computed and paid monthly on the unpaid balance each month.

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

Said part Y of the first part hereby agree A, that in the event action is brought to foreclose this mortgage, ----- will pay a reasonable attorney's fee of Ten per cent of principal and Ten DOLLARS which this mortgage also secures.

Part Y of the first part, for said consideration, do AA hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 3rd day of July, 1923.

H. R. Moffett SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 3rd day of July, 1923, personally appeared H. R. Moffett, a single man

and ----- to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he 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 Mar. 18th 1927 (SEAL) W. Warren Ferrell Notary Public

I hereby certify that this instrument was filed for record in my office on 10th day of July, A. D., 19 23 at 1:15 o'clock P. M. Book 456 Page 273

By Brady Brown Deputy. (SEAL) O. G. Weaver County Clerk