

Overbay Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Amelia Parker, of the City of Tulsa,  
of Tulsa County, Oklahoma, part V of the first part, haS  
mortgaged and hereby mortgage to James Monroe Elam  
of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Fifteen (15) in Block Seven (7) in Lynch and Forsythe Addition  
to the City of Tulsa, Oklahoma,

10565 1.52  
W. C. Stucky 7-13  
P. L. 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 Nineteen Hundred Forty-four (\$1944.00) DOLLARS,  
with interest thereon at the rate of 8 per cent, per annum, payable from maturity  
according to the terms of 47 certain promissory notes S described as follows, to-wit:

Forty-seven promissory notes for the sum of Fifty (\$50.00) Dollars each,  
except the last note which is for the sum of Thirty-two and 5/100 Dollars, all dated June  
22, 1923; and the first note coming due on August 1, 1923, and one note due on the first  
day of each succeeding month until all of said notes are fully paid; Interest at the rate  
of 8% having been included in said payments, executed by purchaser.

This mortgage is given as part payment of the purchase price of the above des-  
cribed property, and is made subject to a mortgage of \$3000.00 in favor of the Exchange  
Trust Company of Tulsa, Okla.

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

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
reasonable attorney's fee of Two Hundred DOLLARS  
which this mortgage also secures.

Part V of the first part, for said consideration, doS hereby expressly waive appraisalment of said real estate and all benefit of  
the homestead, exemption and stay laws in Oklahoma.

Dated this 23rd day of June, 1923.

Amelia Parker SEAL  
SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 23rd  
day of June, 1923, personally appeared Amelia Parker

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed  
the same as her 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 Aug 9, 1925 ) SEAL ) Mattie Sunderland Notary Public

I hereby certify that this instrument was filed for record in my office on 10th day of July, A. D., 1923  
at 2:10 o'clock P. M. Book 486 Page 275  
By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk