

Overbay Bros., Binders

#235619 NS COMPARED REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Otho Moss and Maud Moss, his wife,
 of Tulsa, County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to J.G. Murphree,
 of part Y of the second part, the following described real estate and premisses situated in
 Tulsa County, State of Oklahoma, to-wit:

The South five acres of the east one-half of the North East
 quarter of the South East Quarter of Section Thirty Six (36)
 in Township Twenty One (21) Range Twelve (12) consisting of
 five acres, more or less, according to the Government survey
 thereof.

Given subject to a first mortgage, dated June 30th, 1923, for
 the sum of \$2000.00 in favor of Home Building & Loan Association
 of Tulsa, Oklahoma, a corporation.

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 Hundred Fifty (\$250.00) DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable maturity from date hereof.
 according to the terms of one certain promissory note described as follows, to-wit:

Tulsa, Oklahoma, July 10th, 1923, Six months after date,
 we, or either of us promise to pay to the order of J.G.
 Murphree, Two Hundred Fifty Dollars, for value recieved,
 and payable at the office of The National Bank of Commerce,
 Tulsa, Oklahoma, without defalcation.

TREASURER'S ENDORSEMENT

I hereby certify that I received 5.124 and issued
 Receipt No. 10403 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 13 day of July, 1923

W W Luckey County Treasurer

Deputy

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

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, s will pay a
 reasonable attorney's fee of ten per cent of face of mortgage, DOLLARS
 which this mortgage also secures.

Part ies 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 tenth day of July, 1923.

Otho Moss, SEAL

Maud Moss, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this tenth
 day of July, 1923 personally appeared Otho Moss and Maud Moss, his wife

and -----
 to me known to be the identical person s 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 17th, 1927. (SEAL) Chas. K. Warren, Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of July, A. D., 1923
 at 10:40 o'clock A. M. Book 439, Page 255
 By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk