

Overbay Bros. Builders

232109 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. Kitchen and Martha Kitchen, husband and wife,
a Tulsa County, Oklahoma, part ies of the first part, ha ve
mortgaged and hereby mortgage to Sand Springs State Bank
of Tulsa part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lots Nineteen (19) Twenty (20) and Twenty-one
(21) and all of Lot Twenty-two (22) except a strip
of land 19 feet by 21 feet in the Southwest corner
thereof, all in Block 7, of the Frisco Addition to
the city of Tulsa, according to the recorded plat
thereof.

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 (\$1000.00) DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
according to the terms of one certain promissory note described as follows, to-wit:

One note for the principal sum of One Thousand (\$1000.00) Dollars
made and signed by the above named parties of the first part, W.
Kitchen and Martha Kitchen, his wife, due and payable to party of
the second part, Sand Springs State Bank, or order. Said note
bearing the date of May 8th, 1923, and being due and payable six
months after date.

9822
Date this June 3
W. Kitchen
Martha Kitchen
38

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 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, they will pay a
reasonable attorney's fee of One Hundred (\$100.00) 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 8th day of May, 19 23

W. Kitchen SEAL

Martha Kitchen SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May 19 23, a Notary Public in and for said County and State on this 8th
day of May, 19 23, personally appeared

W. Kitchen
and Martha Kitchen, his wife,

to me known to be the identical person E 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 July 1, 1926. (Seal) E. F. Dixon, Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of June A. D. 19 23
at 10:30 o'clock A. M. Book 439, Page 29
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk