

#235682 NS COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That George P. Bilyeu and Clara M. Bilyeu, husband and wife, of Tulsa, Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Mrs. Natalie Carter Broach, of part I of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Fifty and Seven-tenths feet (50.7) of Lot One (1) in Block Two (2) in Burnett Addition to the City of Tulsa, Oklahoma, according to the original plat thereof, said land being also described as a tract of land facing 50.7 feet on Lansing Ave., and 140 feet facing on Fifth or Elm Streets; beginning at the southeast corner of Block 2 of Burnett addition thence running North 50.7 feet to a point, thence running west 140 feet to a point on the alley thence extending south 50.7 feet to a point on Fifth or Elm Street, thence extending east 140 feet along Fifth or Elm Street and parallel therewith to place of beginning, as shown by the amended 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 Two Thousand and no/100 ----- DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable semi annually from July 13th, 1923, according to the terms of one certain promissory note ----- described as follows, to-wit:

Dated July 13th, 1923, at Tulsa, Oklahoma, and executed by George P. Bilyeu and Clara M. Bilyeu, payable to Mrs. Natalie Carter Broach or order for the sum of \$2000.00 bearing interest at the rate of eight per cent per annum from date payable semi-annually, and becoming due and payable three years after date.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$12.00 and issued Receipt No. 12.618 therefor in payment of mortgage tax on the within mortgage.

Dated this 13 day of July, 1923

W. W. Stucky, County Treasurer  
P. S. B. Deputy

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, ----- will pay a reasonable attorney's fee of Two Hundred and no/100 ----- DOLLARS which this mortgage also secures.

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

Dated this 13th day of July, 1923.

George P. Bilyeu SEAL

Clara M. Bilyeu SEAL

STATE OF OKLAHOMA, County of Tulsa, as:

Before me, -----, a Notary Public in and for said County and State on this 13th day of July, 1923, personally appeared George P. Bilyeu, and Clara M. Bilyeu,

to me known to be the identical person 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 March 10, 1925. (SEAL) Fred S. Broach, Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of July, A. D., 1923 at 3:30 o'clock P. M. Book 489, Page 290

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