

Overbay Bros. Binders

#235729 NS COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ruth Baker and Amzie Baker, her husband,
 of Tulsa, Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to W.T. Everard and Mary S. Everard,
 parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) in Block Eight (8) Broadmoor
 Addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.46 and issued
 Receipt No. 421 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 14 day of July, 1923
W. W. Stucky, County Treasurer

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 Thirty Three Hundred and No/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi annually from ----- date -----
 according to the terms of three certain promissory note ----- described as follows, to-wit:

Eleven Hundred and no/100 Dollars (\$1100.00) due
 on or before 60 days date, and a like amount 120
 days from date, and a like amount 180 days from
 date.

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

Said parties 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 Three Hundred Thirty and No/100 ----- DOLLARS
 which this mortgage also secures.

Parties 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 30th day of June, 1923

Ruth Baker SEAL

Amzie Baker, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 30th
 day of June, 1923, personally appeared Ruth Baker and Amzie Baker, her husband,

and -----
 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 May 25th, 1927 (SEAL) L.S. Spain Notary Public

I hereby certify that this instrument was filed for record in my office on 14 day of July A. D., 1923
 at 10:30 o'clock A. M. Book 426 Page 293

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