

Overbury Bros. Builders

#235732 NS

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Daisy M. Burhans and P. A. Burhans, her
husband, of Tulsa, County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to J. E. Roth of Fairfield, Iowa,
 of part y. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Seventeen (17) in Block Sixteen (16) of the
 Re-subdivision of Block Six (6) and Lots One (1)
 Two (2) and Three (3) of Block Four (4), Terrace
 Drive Addition to Tulsa, Oklahoma, according to
 the recorded plat thereof.

I hereby certify that I received \$270.00 of the
 \$1000.00 therefor in payment of the
 within mortgage.
 Witness my hand and seal this 14 day of July, 1923
W. W. Fluker, County Clerk
P. A. B. Deputy

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 Four Thousand five hundred and no/100
eight DOLLARS,
 with interest thereon at the rate of eight 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 of even date herewith in the sum of Four
 thousand five hundred and no/100 dollars due three
 years from date with interest thereon at the rate of
 eight (8) per cent per annum, payable semi-annually.

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.
of second party, buildings on said premises and to insure and keep insured in favor

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 party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 1st 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 Four hundred sixty and no/100 DOLLARS
 which this mortgage also secures.

Part 1st 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 13th day of July, 1923.

Daisy M. Burhans SEAL

P. A. Burhans, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 13th
 day of July, 1923, personally appeared Daisy M. Burhans and P. A. Burhans, her
husband,

xxx 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 Mar. 4, 1924. (SEAL) Harold J. Sullivan, Notary Public

I hereby certify that this instrument was filed for record in my office on 14 day of July, A. D., 1923
 at 10:50 o'clock A. M. Book 439, Page 294

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