

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Alice Giacomini, a widow,
 a Tulsa, County, Oklahoma, part Y of the first part, have
 mortgaged and hereby mortgage to Liberty National Bank, Tulsa, Oklahoma,
 of 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 Three (3) and Twelve (12) in Block Six (6)
 Bren-Rose Addition to the City of Tulsa, Tulsa County,
 Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1875.00 and issued
 Receipt No. 10673 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 16 day of July, 1923
W. W. Stucky, County Treasurer
P. S. 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 Eighteen Hundred Seventy Five and No/100
80 DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable annually from Date
 according to the terms of three certain promissory notes described as follows, to-wit:

One certain promissory note of even date herewith for
 \$625.00 due on or before six months from date with interest
 at the rate of 8% per annum.
 One certain promissory note of even date herewith for \$625.00
 due on or before twelve months from date, with interest at the
 rate of 8% per annum.
 One certain promissory note of even date herewith for \$625.00 due
 on or before eighteen months from date, with interest at the rate
 of 8% per annum.

All the above described notes executed by Alice Giacomini.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby
 covenants and agrees 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.

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 Y of the first part hereby agrees, that in the event action is brought to foreclose this mortgage, she will pay a
 reasonable attorney's fee of 10% of the amount of this mortgage 666666
 which this mortgage also secures.

Part Y of the first part, for said consideration, does hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 17th day of July, 1923.

Alice Giacomini SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 17th
 day of July, 1923 personally appeared Alice Giacomini, a widow,

tax
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed
 the same as her 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 6, 1927. (SEAL) Bertha Taylor, Notary Public

I hereby certify that this instrument was filed for record in my office on 16 day of July, A. D., 1923
 at 4:05 o'clock P. M. Book 439, Page 315
 By Brady Brown Deputy. O. G. Weaver, County Clerk

(SEAL)