

Overbay Bros., Binders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Redmond Holmes and Ellis Holmes,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to R. J. Dixon,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Fourteen (14) and Fifteen (15) Block Two (2)  
 Fairview Addition, to the City of Tulsa, Oklahoma,  
 The above described property forms no part of  
 homestead of grantors.

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 Five Hundred Dollars (\$500)  
 DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

One note dated December 20th, 1922 for \$500.00 payable  
 June 20th, 1923, with interest at rate of ten percent from  
 date.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$500.00 and issued  
 Receipt No. 10689 therefor in payment of mortgage  
 set up by within mortgage.

Dated this 18 day of 7, 1923  
W. W. Stuckey, County Treasurer  
P. S. B.  
 County

## evidence of the within indebtedness.

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.

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 parties 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 Fifty 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 20th day of December, 1922.

Redmond Holmes SEAL

Ellis Holmes, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, December 22, a Notary Public in and for said County and State on this 20th  
 day of December, 1922, personally appeared Redmond Holmes and Ellis Holmes,

~~XXXX~~  
 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 8-4-1925 (SEAL) J. H. Bankston, Notary Public

I hereby certify that this instrument was filed for record in my office on 18 day of July, A. D., 1923  
 at 5:30 o'clock A. M. Book 439, Page 320

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