

Overbay Bros., Binders

#236129 NS

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E.A. Connely and his wife Joy C. Connely,  
 of Tulsa, County, Oklahoma, part ies of the first part, ha ve  
 mortgaged and hereby mortgage to Wilfred M. Steil,  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Thirteen (13) Block One (1)  
 Weaver Addition to the City of Tulsa,  
 Tulsa County, Oklahoma, according to the  
 recorded 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 Three Thousand Six Hundred and no/100 - - - -  
(\$3600.00) - - - - - DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable monthly ~~xxxx~~ from Date  
 according to the terms of One certain promissory note - - - - described as follows, to-wit:

One note of even date in the amount of \$3600.00, payable  
 monthly at the rate of \$59.91, said sum to include interest  
 at the rate of 8% per annum, interest computed and payable  
 monthly on entire deferred sum. Said payments to continue  
 for a period of 4 1/2 years at which time entire unpaid  
 balance to become due and payable.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 3,600.00 and issued  
 Receipt No. 10707 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 19 day of July, 1923.  
W W Stucky County Treasurer  
P. B. Deputy

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

Said part ies 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 10% of principal hereof and Ten - - - - - DOLLARS  
 which this mortgage also secures.

Part ies 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 18th day of July, 1923.

E.A. Connely SEAL

Joy C. Connely SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Harold J. Sullivan, a Notary Public in and for said County and State on this 18th  
 day of July, 1923, personally appeared E. A. Connely and Joy C. Connely,  
his wife,

xxx  
 to me known to be the identical person A 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 19 day of July, A. D., 1923.

at 2:45 o'clock P. M. Book 439, Page 324

By Brady Brown Deputy. O.G. Weaver, County Clerk

(SEAL)