

COMPARED

Overbay Bros. Binders

236476 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. O. James and Essie M. James his wife
 of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Thos. P. Melvin and J. H. Boyle
 of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty-four (24) and the East Fifty (50)
 Feet of Lot Twenty-five (25) in Block One (1) Sunset
 View Addition to the City of Tulsa, Oklahoma, according
 to the recorded plat of said addition.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$138. and issued
 Receipt No. 12753 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 24 day of July, 1923
W. W. Stucky, County Treasurer
Roy Lynch, 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
One Thousand Eight Hundred Seventy-five and 00/100 DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi- annually from date
 according to the terms of three certain promissory notes S described as follows, to-wit:

One note for \$625.00 due on or before Six months from date hereof.
 One note for \$625.00 due on or before Twelve months from date hereof.
 One note for \$625.00 due on or before Eighteen months from date hereof.
 All of said notes signed by W. O. James and Essie M. James, payable to
 the order of Thos. P. Melvin and J. H. Boyle

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, they will pay a
 reasonable attorney's fee of as provided in said notes 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 29th day of June, 1923

W. O. James

SEAL

Essie M. James

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 _____

and W. O. James
Essie M. James, his wife
 to me known to be the identical person S 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 Oct. 4, 1923. (Seal) W. M. Quessenberry, Notary Public

I hereby certify that this instrument was filed for record in my office on 24 day of July, A. D., 1923
 at 3:20 o'clock P. M. Book 439, Page 355
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk