

Overbay Bros, Binders

236486 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. J. Brunk and his wife Mary Virginia Brunk  
a \_\_\_\_\_ of Tulsa County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to M. A. Aldrich  
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 the West One-half (1/2) of Lot Two (2) Block Two  
(2) Block Ten (10) of Highlands Addition to the city of  
Tulsa, Tulsa County, Oklahoma, according to the Recorded  
Plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,192 and issued  
Receipt No. 10284 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 24 day of July, 1923  
W. W. Stucky County Treasurer  
E. L. S.

Demerit

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 One Hundred Fifty One and 53/100 (\$3151.53) DOLLARS,  
with interest thereon at the rate of Eight per cent, per annum, payable Monthly from \_\_\_\_\_ date  
according to the terms of 48 certain promissory note 9 described as follows, to-wit:

47 notes numbered 1 to 47 inclusive, each for the sum of \$39.25, such sum  
includes interest at the rate of 8% per annum, computed and payable monthly  
on entire unpaid sum, notes dated Apr. 10th, 1923, first note due May 15th,  
1923 and one note due on even date of each and every month thereafter until  
all 47 notes are paid. 1 note numbered 48 in the amount of \$2162.95, such  
sum includes interest at the rate of 8% per annum to due date, said note due  
48 months from date.

It is understood that if the above mortgagors are still the owners of this  
property at the expiration of 48 months from date hereof, that a new first  
loan shall be placed on above described property for the loan value thereof  
and proceeds applied on second mortgage, balance of said second mortgage to  
be paid on same monthly basis of \$39.25.

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 party 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 10% of unpaid principal and Ten 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 10th day of April, 1923

W. J. Brunk SEAL

Mary Virginia Brunk SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 10th  
day of April, 1923, personally appeared \_\_\_\_\_

and W. J. Brunk  
Mary Virginia Brunk, his wife  
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 March 4th, 1924. (Seal) Harold J. Sullivan. Notary Public

I hereby certify that this instrument was filed for record in my office on 24 day of July, A. D., 1923  
at 3:40 o'clock P. M. Book 439, Page 357

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