

COMPARED

Overday Bro., Binders

236686 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. M. Loflin and Minnie Loflin, his wife,
 a _____ of Tulsa County, Oklahoma, part 1st of the first part, ha VE
 mortgaged and hereby mortgage to Cyrus S. Avery, Alva J. Niles and C. W. Brewer,
 of _____ 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) in Block Twelve (12)
 in Federal Heights Second Addition to the city
 of Tulsa, 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 _____
Six Hundred and Ninety and No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable _____ annually from June 14th, 1923
 according to the terms of _____ certain promissory note _____ described as follows, to-wit:

1 note, dated June 14, 1923, due and payable in Forty-six (46) installments
 of Fifteen Dollars (\$15.00) per month; said installments to be paid or before
 the 1st of each month hereafter beginning the 1st day of August, 1923. Deferred
 payments to bear interest at the rate of 8 per cent per annum date until paid.
 If any of said installments become delinquent for 60 days the entire unpaid
 balance shall at once become due and payable at the option of the holder.

This mortgage is given subject to a first mortgage of \$750.00 payable to the
 Peoples Building and Loan Company, dated June 12, 1923.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 42 and issued
 Receipt No. 10 E 31 therefor in payment of mortgage
 tax on the within account.

Dated this 27 day of July, 1923
W. W. Stucky, County Treasurer
R. Lynch, 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 ies 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 Seventy DOLLARS
 which this mortgage also secures.

Part ies of the first part, for said consideration, do _____ hereby expressly waive appraisal of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 14th day of June, 19 23

O. M. Loflin _____ SEAL
Minnie Loflin _____ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 26th
 day of July, 19 23, personally appeared _____

and O. M. Loflin
Minnie Loflin, 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 March 27th, 1924. (Seal) Leone Patton, Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of July, A. D., 19 23
 at 9:10 o'clock A. M. Book 439, Page 372
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk