

COMPARED

Overbury Bros. Binders

236686 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. M. Loflin and Minnie Loflin, his wife,  
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 a 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 mortgage.

Dated this 27 day of July, 192 3  
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, Leone Patton, a Notary Public in and for said County and State on this 26th  
 day of July, 19 23, personally appeared

O. M. Loflin  
 and 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