

COMPARED

Overbay Bros., Binders

#236900 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I, H. M. Reed, unmarried, and of lawful age,  
 of Tulsa, County, Oklahoma, part Y of the first part, ha<sup>s</sup>  
 mortgaged and hereby mortgage to Harvey Brown of Independence, Kansas,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Numbered Fifteen (15) in Block Number  
 "D" of the "Joe" Sub-division of Tulsa, in Tulsa  
 County, State of Oklahoma, according to the official  
 recorded plat thereof.

## TREASURER'S ENTICEMENT

I hereby certify that I received \$140 and issued  
 Receipt No. 10886 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 7 day of July, 1923.

W. W. Stuckey, County Treasurer

R. S. B.  
 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 Four Hundred Twenty-one and 83/100  
 DOLLARS,  
 with interest thereon at the rate of ten per cent, per annum, payable Monthly from Maturity  
 according to the terms of 100 certain promissory note 5 described as follows, to-wit:

All notes are of even date hereof payable at Independence,  
 Kansas with interest thereon from Maturity at the rate of  
 10% per annum, monthly beginning August 28th 1923, and each  
 subsequent note is due each succeeding thirty days thereafter;  
 Note Number one being for the principal sum of \$18.34 and each  
 succeeding note is reduced 8-1/3 until the last note (100) is  
 for the principal sum of \$10.09; made and signed by said first  
 party and payable to the order of the said second party.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 part Y of the first part hereby agree to, that in the event action is brought to foreclose this mortgage, ----- will pay a  
 reasonable attorney's fee of One Hundred DOLLARS  
 which this mortgage also secures.

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

Dated this 28th day of July, 1923.

H. M. Reed

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 28th  
 day of July, 1923, personally appeared H. M. Reed, unmarried and of lawful age.

and -----  
 to me known to be the identical person ----- who executed the within and foregoing instrument and acknowledged to me that he executed  
 the same as his 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 Feb. 21st, 1927. (SEAL) Art Stanton, Notary Public

I hereby certify that this instrument was filed for record in my office on 30 day of July, A. D., 1923

at 3:30 o'clock P. M. Book 435, Page 382

By Brady Brown Deputy.

(SEAL)

O. G. Weaver,

County Clerk