

Overbay Bros. Binders

#236966 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Robert L. Moore and Ruth E. Moore, husband and wife,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to J. A. Robinson & Kee M. Robinson, his wife,
 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:

Lot Five (5), Block Seven (7), East Highlands
 Addition to the City of Tulsa, Tulsa County,
 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 Three Hundred and No/100 - - - (\$300.00) - - -
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from ----- date -----
 according to the terms of 2 certain promissory note ----- described as follows, to-wit:

One note for \$150.00 due January 31, 1924. and one note for
 \$150.00 due July 31, 1924.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 109.15 and issued
 Receipt No. 10915 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 1 day of 8, 192 3
W W Stucky, County Treasurer
R. S. B.
 Deputy

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.

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 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 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, ----- will pay a
 reasonable attorney's fee of 10% ----- 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 31st day of July, 19 23.

Robert L. Moore SEAL

Ruth E. Moore SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 31st
 day of July, 19 23 personally appeared Robert L. Moore and Ruth E. Moore, his wife,

XXXX

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 hand and official seal the day and year last above written.

My commission expires June 10, 1924 (SEAL) Lois L. Gillespie Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of July A. D. 19 23
 at 11:30 o'clock A. M. Book 439, Page 384

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