

COMPARED

Overbay Bros. Binders

237076 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edward C. Roberts
 of Tulsa County, Oklahoma, part Y of the first part, have
 mortgaged and hereby mortgage to E. L. Taylor and Nettie Taylor, his wife
 of Tulsa County, Oklahoma, part 109 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Numbered One (1) and Two (2), Block Five (5),
 Overlook Park Addition to the city of Tulsa, Tulsa
 County Oklahoma, according to the recorded plat thereof.

This mortgage is given subject to a mortgage in the
 amount of \$1200.00 and one in the amount of \$1400.00

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 hundred and 00/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

One note of even date herewith in the amount of \$100.00 due in sixty
 days with interest at the rate of 8% per annum payable at maturity
 from date until paid.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 100.00 and issued
 Receipt No. 10922 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 2 day of Aug 1925
W. W. Stucky, County Treasurer
P. J. B. Deputy

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 s, that in the event action is brought to foreclose this mortgage, --- will pay a
 reasonable attorney's fee of Ten Dollars and Ten percent of amount unpaid DOLLARS
 which this mortgage also secures.

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

Dated this 1st day of August 1925

Edward C. Roberts

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this first
 day of August 1925, personally appeared Edward C. Roberts

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. Kathryn Sontag, Notary Public
 My commission expires Mar. 24, 1925. (Seal)

I hereby certify that this instrument was filed for record in my office on 1 day of August A. D. 1925
 at 1:30 o'clock P. M. Book 430, Page 394
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk