

Overbury Bros. Binders

237078 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James F. Reynolds and Kathryn Reynolds, husband and wife of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Chas. Roe Keilty part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) Block Three (3) East Highland Addition to City of Tulsa according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,132 and issued Receipt No. 12723 therefor in payment of mortgage tax on the within mortgage.

Dated this 2 day of 8 1923
W. W. Stucky County Treasurer
P. 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 Two Thousand two Hundred and No/100 DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable Monthly annuity from July 31st, 1923 according to the terms of a certain promissory note described as follows, to-wit:

Note dated July 31st 1923, in the principal sum of \$2,200.00 payable at rate of \$50.00 per month, including interest, at the rate of 8 per cent above mentioned.

INTERNAL REVENUE

\$
Cancelled

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party is 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 or 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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 1st 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 One Hundred and No/100 DOLLARS which this mortgage also secures.

Part 1st 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, 1923

James F. Reynolds SEAL

Kathryn L. Reynolds 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, 1923 personally appeared James F. Reynolds and Kathryn Reynolds, husband & wife

and to me known to be the identical person 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. Maurice A. Devinna, Notary Public
My commission expires May 11th, 1927 (Seal)

I hereby certify that this instrument was filed for record in my office on 1 day of August, A. D., 1923 at 1:30 o'clock P. M. Book 439, Page 395

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