

Overbay Bros., Binders

237145 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. L. Medlin and Rhoda Medlin, husband and wife
 a Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Gertrude Kramer
 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:

The West Fifty (50) feet, of Lot Seven (7) in Block
 Six (6) of Highland Addition to the city of Tulsa,
 Tulsa County, Oklahoma, according to the recorded
 plat thereof,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 130 and issued
 Receipt No. 10946 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 8 day of Aug 192 3
W W Stuckey
P.S.B.

INTERNAL REVENUE

\$ 130
 Cancelled

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
Fifteen hundred and no/100 (\$1500.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

One promissory note in the sum of Fifteen Hundred (\$1500.00) Dollars,
 dated ---1923, and due and payable August 1st, 1924, bearing interest
 from date of same, at the rate of eight per cent per annum, payable
 semi-annually, payable to Gertrude Kramer, and made and executed by
 W. L. Medlin and Rhoda Medlin.

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 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 parties 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 One Hundred Fifty (\$150.00) 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 1st day of August, 19 23

W. L. Medlin

SEAL

Rhoda Medlin

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 1st
 day of Aug., 19 23, personally appeared

W. L. Medlin and Rhoda Medlin, husband and wife, each for themselves
 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.

My commission expires April 9, 1924. (Seal)

Cal Arnold

Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of August, A. D., 19 23
 at 11:00 o'clock A. M. Book 439, Page 328

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