

Overbay Bros., Elmore

237160 C.M.V.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John W. Dilbeck and Alice E. Dilbeck his wife
 a _____ of _____ Tulsa County, Oklahoma, part 1st the first part, has
 mortgaged and hereby mortgage to _____ Emma Coffield
 of _____ part 2 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot two (2), Block Nine (9), Wakefield Addition
 to the city of Tulsa, Oklahoma, as designated
 by the official plat thereof.

TREASURER'S ENFORCEMENT

I hereby certify that I received \$ 1,623.67 and issued
 Receipt No. 12946 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 2 day of Aug, 1923
W. W. Bluker 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 _____
One thousand six hundred twenty-three dollars and 67/100 (\$1623.67) 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 note for one thousand six hundred twenty-three and 67/100 dollars
 to be paid in three years from date or before if the maker so desires.
 Said note bearing eight per cent interest from date, payable semi-annually.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st hereby
 covenant 1 and agree 1 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 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 part 2 shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 1st 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 _____ 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 29th day of March, 1923.

John W. Dilbeck SEAL
Alice E. Dilbeck SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 29th
 day of March, 1923, personally appeared _____

John W. Dilbeck and Alice E. Dilbeck, his wife
 and _____
 to me known to be the identical person 1 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 July 30, 1925 (Seal) Georgina B. Hammett Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of August, A. D., 1923
 at 11:20 o'clock A. M. Book 439, Page 329
 By Brady Brown Deputy (Seal) O. G. Weaver County Clerk