

COMPARED

Overlay Bros. Binders

237166 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ernest H. Coffey, a single man  
 of Tulsa, Tulsa County, Oklahoma, part V of the first part, ha VE  
 mortgaged and hereby mortgage to Lewis H. Wilson  
 of Tulsa, Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot twenty-nine (29, Block Three (3) Ridgedale Terrace  
 Second addition to the city of Tulsa, Oklahoma, according  
 to the Recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 124 and issued  
 Receipt No. 12721 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 2 day of Aug, 1923

County Treasurer

E. L. S.

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

Four Hundred Ninety Seven and 75/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date

according to the terms of three certain promissory notes described as follows, to-wit:

One note for the amount of One Hundred Sixty Five and No/100  
 Dollars (\$165.00) dated August 1st, 1923, due on or before  
 twelve months from date, and one note for the amount of One  
 Hundred Sixty Five and No/100 Dollars (\$165.00) dated August 1st,  
 1923, due on or before eighteen months from date. And a third  
 note for the amount of One Hundred Sixty Seven and 75/100 Dollars  
 (\$167.75) dated August 1st, 1923 due on or before twenty four  
 months from date.

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

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a  
 reasonable attorney's fee of Fifty and No/100 DOLLARS  
 which this mortgage also secures.

Part V of the first part, for said consideration, doS 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, 1923

Ernest H. Coffey

SEAL

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 August, 1923, personally appeared \_\_\_\_\_

Ernest H. Coffey

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.

My commission expires October 4th, 1924 (Seal) B. M. Grotkop, Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of August, A. D., 1923  
 at 1:10 o'clock P.M. Book 430, Page 401  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk