

Overbay Bros., Builders

237182 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Giles A. Penick and Mary R. Penick, his wife,
 of Tulsa County, Oklahoma, part 128 of the first part, ha Y9
 mortgaged and hereby mortgage to Grace C. Tarshis
 of Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in Block Two Hundred Ten (210) in the
 Woodlawn Addition to the city of Tulsa, according to
 the recorded plat thereof, with all improvements
 thereon and appurtenances thereunto belonging, and
 warrant the title to the same; PROVIDED however, that
 this mortgage is subject to a first mortgage in the
 sum of Ten Thousand Dollars (\$10,000.00) executed
 by the mortgagors herein to the Home Building & Loan
 Association, of Tulsa, Oklahoma, covering the above
 described real estate and premises, and which said
 mortgage is recorded in Book - - Page of the
 records of the County Clerk of Tulsa County, Oklahoma.

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 Three Thousand and No/100 DOLLARS,
 with interest thereon at the rate of seven per cent, per annum, payable semi-annually from date
 according to the terms of seven certain promissory notes described as follows, to-wit:

Each dated August 1, 1923; 6 of said notes being in the sum of \$450.00 each,
 and the 7th of said notes being in the sum of \$300.00; the first of said
 notes being due February 1, 1924, and one of said notes being due every six
 months thereafter; each of said notes being payable at the Exchange National
 Bank, Tulsa, Oklahoma; and each of said notes being signed by Giles A. Penick.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 180 and issued
 Receipt No. 12932 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 2 day of Aug, 1923
W. W. Stuckey County Treasurer
A. J. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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.

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 Y shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 128 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 Three Hundred and No/100 DOLLARS
 which this mortgage also secures.

Part 128 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

Giles A. Penick SEAL
Mary R. Penick SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

Giles A. Penick
 and Mary R. Penick, his wife,
 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 Aug. 6, 1924 (Seal) R. J. DuVall 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 2:20 o'clock P. M. Book 439, Page 403
 By Brady Brown Deputy (Seal) O. G. Weaver County Clerk