

Overday Bros. Binders

237575 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. R. Luckfield and June Wells Luckfield, his wife  
 of Tulsa County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to W. Wallace Adams County of Tulsa, Oklahoma,  
 of part 1st of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot two (2), Block two (2), Subdivision of Block  
 Five (5) Terrace Drive Addition to the city of  
 Tulsa, Tulsa Oklahoma, according to the recorded  
 plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$2,200 and issued  
 Receipt No. 11132 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 7 day of Aug, 1923  
W. W. Stuckey, 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  
Twenty-seven hundred and Fifty and No/100ths (\$2750.00) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable - annually from -  
 according to the terms of 65 certain promissory note 8 described as follows, to-wit:

Sixty-five (65) consecutive notes payable monthly, first note  
 dated July 2, 1923, last note sixty-five (65) months from date.

This mortgage is given subject and is inferior, to a certain mortgage  
 for \$4000.00 and interest, given by said parties to Gum Brothers and  
 dated June 19, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 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, they will pay a  
 reasonable attorney's fee of Ten dollar and 10% 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 2nd day of July, 1923

W. R. Luckfield SEAL

June W. Luckfield SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Ray L. Hollis, a Notary Public in and for said County and State on this 2nd  
 day of July, 1923 personally appeared

W. R. Luckfield and June Wells Luckfield, his wife  
 and  
 to me known to be the identical person 8 who executed the within and foregoing instrument and acknowledged to me that 1st executed  
 the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my notarial  
 seal the day and year last above written.  
 My commission expires April 24, 1926. (Seal) Ray L. Hollis, Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of August A. D. 1923  
 at 10:30 o'clock A. M. Book 439, Page 422

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