

COMPARED

Overlay, Rec., Binders

237578 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS That K. L. Simmons and Flo Simmons, husband and wife,
 of Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to K. L. Simmons
 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:

The South Forty-two (42) feet of Lot Eleven (11) in Block
 Fifteen (15), Lynch-Morsyths Addition to the city of Tulsa,
 Oklahoma, according to the Recorded Plat thereof.

Subject to a mortgage for \$2250.00 to The Local Building
 & Loan Association, of Oklahoma City, Okla.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,100 and issued
 Receipt No. 1110-S therefor in payment of mortgage
 tax on the within mortgage.

Dated this 8 day of Aug 1923
W. W. Stucky County Treasurer

P. J. 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

One Thousand & No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

of even date herewith, due on or before six years from date,
 with privilege of paying any part of the principal or all of
 it at any time before due.

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 part ies 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 DOLLARS
 which this mortgage also secures.

Part ies 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 7th day of August, 1923.

K. L. Simmons

SEAL

Flo Simmons

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August, 1923, a Notary Public in and for said County and State on this 7th
 day of August, 1923, personally appeared

K. L. Simmons

and Flo Simmons, husband and wife

to me known to be the identical person S 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 June 10, 1924 (Seal) Lois L. Gillespie, Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of August, A. D., 1923.
 at 11:30 o'clock A. M. Book 489, Page 424

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