

COMPARED

Overbay Bros. Binders

237582 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I. M. B. Viers, unmarried  
 a \_\_\_\_\_ of Tulsa County, Oklahoma, part V of the first part, has  
 mortgaged and hereby mortgage to M. L. Little  
 of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Block Four (4) in the original  
 Townsite of Turley, Oklahoma, according to the  
 recorded plat thereof,

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$2,280 and issued  
 Receipt No. 11007 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 8 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 \_\_\_\_\_

Two Thousand Seven Hundred Thirty-eight & 77/100 (\$2738.77) DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable semi annually from \_\_\_\_\_ date until paid  
 according to the terms of five (5) certain promissory note S described as follows, to-wit:

One note dated Aug. 7, 1923; due Feb. 7, 1924; amount \$500.00;  
 One note dated Aug. 7, 1923; due Aug. 7, 1924; Amount \$500.00  
 One note dated Aug. 7, 1923; due Feb. 7, 1925; Amount \$500.00;  
 One note dated Aug. 7, 1923; due Aug. 7, 1925; Amount \$500.00;  
 One note dated Aug. 7, 1923; due Feb. 7, 1926; Amount \$738.77;  
 All of the above notes are drawn on the regular form of promissory  
 note used by the State Guaranty Bank, of Sperry, Oklahoma, and  
 provide for a reasonable attorney fee if placed in the hands of  
 an attorney for collection.

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

Said part Y of the first part hereby agrees S, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
 reasonable attorney's fee of One Hundred Fifty & No/100 DOLLARS  
 which this mortgage also secures.

Part Y of the first part, for said consideration, do SS 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

M. B. Viers

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

M. B. Viers, an unmarried man,

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 Aug. 12th, 1926. (Seal) Joe Harshbarger, Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of August, A. D., 1923  
 at 11:45 o'clock A. M., Book 439, Page 425

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