

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frank A. Haas of Tulsa, Tulsa County, Oklahoma, part V of the first part, ha. S. mortgaged and hereby mortgage to Earl Messner part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The West One-half of Lot Eight (8) of Barrett and Evans Sub-Division of the East One-half of the Southwest one-fourth of Section Seventeen (17), Township Twenty-two (20) North, Range Thirteen (13) East, according to the Government survey thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 40. and issued Receipt No 11040 therefor in payment of mortgage tax on the within mortgage.

Dated this 10 day of Aug 1922
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 One Thousand (\$1,000.00) DOLLARS, with interest thereon at the rate of 10 per cent, per annum, payable Annually annually from Date according to the terms of 2 certain promissory note S described as follows, to-wit:

One Note Due October 1st, 1924- \$500.00

One Note Due March 1st, 1925- \$500.00

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 building 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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part Y 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 \$50.00 DOLLARS which this mortgage also secures.

Part V 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 1st day of March, 19 23.

Frank A. Haas SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Frank A. Haas, a Notary Public in and for said County and State on this ninth day of July, 19 23, personally appeared

Frank A. Haas and _____ to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that ha 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 November 8, 1924 (Seal) J J James Notary Public

I hereby certify that this instrument was filed for record in my office on 9th day of August A. D. 19 23 at 11.30 o'clock A M. Book 429, Page 430
 By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk