

237684 M H

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Alfred Trottnow and Marie K. Trottnow
 a Tulsa County, Oklahoma, part of the first part, ha-
 mortgaged and hereby mortgage to Helen M. Garmahan
 of the second part, the following described real estate and promises situated in
 Tulsa County, State of Oklahoma, to-wit:

The South Ten (10) feet of Lot Four (4) and the North Thirty (30) feet of Lot
 Five (5) in Block Seventeen (17), Orcutt Park Addition to the City of Tulsa as per
 the official plat thereof.

TREASURER'S EMPLOYMENT
 I hereby certify that 350 and interest
 have been paid for the first part of the mortgage
 tax on the value of the property.
 Dated this 10 day of Aug 1923
W. W. Stuckey
O. S. B.

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
Forty-One Hundred Fifty and No/100 (\$4150.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from date

according to the terms of three certain promissory note as described as follows, to-wit:
 One Note in the sum of \$550.00 due on or before August 5, 1923
 One Note in the sum of \$100.00 due on or before August 5, 1923.
 One certain promissory note in the sum of \$3500.00 payable at the rate \$65.00 monthly
 commencing the 15th day of June, 1923 and a like sum on the fifteenth day of each
 month thereafter until maturity of first mortgage, at which time the entire unpaid
 balance of this note shall become due and payable. Out of such sum shall first be
 credited the monthly interest at the rate of eight percent per annum on the whole
 deferred sum due and the balance of such payment shall be credited upon principle.
 It is understood by and between parties hereto that in the event the buyer is the owner
 of this property at expiration of first mortgage and has paid his monthly payments promptly,
 that the second mortgage shall be extended until paid out.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Shereby
 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 drive 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 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 is of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of Two Hundred Fifty and No/100 DOLLARS
 which this mortgage also secures.

Part is 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 17th day of May, 1923.

Alfred Trottnow SEAL
Marie K Trottnow SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:
 Before me, May, 1923, a Notary Public in and for said County and State on this 17th
 day of May, 1923, personally appeared
Alfred Trottnow and Marie K. Trottnow
 and
 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 Jan 26 1927 (Seal) Helen Garmahan Notary Public

I hereby certify that this instrument was filed for record in my office on 9th day of August A. D., 1923
 at 1 o'clock P. M. Book 439, Page 432
 By Brady Brown Deputy, O. G. Weaver County Clerk