

#237738 M H

Overlay Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. H. Shelton and Pauline Shelton his wife
 a Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to T. C. Rogers
 of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The North Ninety Five Feet (95') of Lot Twelve (12) in block three (3) of High-
 lands Second addition to the city of Tulsa, Oklahoma according to the recorded plat thereof

TREASURER'S ENFORCEMENT

I hereby certify that I received \$ 1.80 and ~~more~~
 Receipt No. 11047 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 11 day of Aug 1923 -
W. W. Stuckey County Treasurer
OSB

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 \$2500.00 Twenty Five Hundred and no/100 - - - DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable Monthly ~~annually~~ from Date
 according to the terms of 36 certain promissory note S described as follows, to-wit:

35 Notes dated August 10th 1923 in the sum of 25.00 each, the first becomes
 due Sept. 10th 1923 and one on the 10th of each month thereafter for a period of 35 months
 and one note in the sum of \$1600.00 due 36 months from date, interest monthly on all
 unpaid balance

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 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 ies 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 Ten per cent of principal and ten 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 10th day of August, 1923.

S. H. Shelton

SEAL

Mrs Pauline Shelton

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, S. H. Shelton, a Notary Public in and for said County and State on this 10th
 day of August, 1923, personally appeared S. H. Shelton

and Pauline Shelton, his 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 July 21st, 1927 (Seal) Lydia M. Bickford Notary Public

I hereby certify that this instrument was filed for record in my office on 10th day of August A. D., 1923
 at 10.30 o'clock A. M. Book 439, Page 434
 By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk