

Overlaid, Bros. Bindery

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Leonard Stovall and Mamie Stovall, (husband and wife) of Tulsa, Oklahoma County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to Chas. K. Warren and W. T. Freeman, of Tulsa, Oklahoma County, Oklahoma, part 2nd of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in Block One (1), Pilcher Summit Addition to Tulsa, Oklahoma, according to the recorded plat and survey thereof,

TO ALL WHOM THESE PRESENTS SHALL COME, I hereby certify that I received \$, 04 and issued Receipt No. 11046 the sum in payment of mortgage tax on the within mortgage. Dated this 16th day of Aug, 1923. W. W. Stucky, County Treasurer. W. W. Stucky, 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 hundred eighty (\$180.00) DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable annually from date hereof, according to the terms of one certain promissory note described as follows, to-wit:

Tulsa, Oklahoma, July 10th, 1923, On or before October 10th, 1923, after date, we or either of us promise to pay at the order of Chas. K. Warren and W. T. Freeman, One hundred eighty and no/100 Dollars, for value received, negotiable and payable at the office of National Bank of Commerce, Tulsa, Oklahoma, without defalcation or discount, with interest from maturity at the rate of 8 per cent per annum, payable after maturity.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part is 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 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 part is shall be entitled to the immediate possession 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 ten per cent of face of mortgage 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 10th day of July, 1923.

Leonard Stovall SEAL

Mamie Stovall SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Leonard Stovall, a Notary Public in and for said County and State on this 11th day of July, 1923, personally appeared

and Mamie Stovall (his wife) to me known to be the identical person 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 Sept. 23, 1924 (Seal) Jessie I Hastings Notary Public

I hereby certify that this instrument was filed for record in my office on 10th day of August, A. D., 1923

at 11 o'clock A. M. Book 439, Page 435

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