

Overbay Bros. Binders

237778 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Myra L. Wheeler and John R. Wheeler, her husband
 of Tulsa County, Oklahoma, part 108 of the first part, ha VS
 mortgaged and hereby mortgage to E. W. Sinclair
 of New York, N. Y. part 7 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Fifteen (15) Block Five (5), Stonebreaker Heights
 Addition to the city of Tulsa, according to the recorded
 plat thereof.

11048
 Aug 11 1923
 W. W. Stucky
 P. 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 Three Thousand Six hundred sixty and 24/100 DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

Note dated August 9, 1923 made by Myra L. Wheeler and John R. Wheeler,
 and John R. Wheeler, payable to order of E. W. Sinclair, due on or
 before three years from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 108 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.

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 part 7 shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 108 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 108 of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 9th day of August, 1923.

Myra L. Wheeler

SEAL

John R. Wheeler

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 9th
 day of August, 1923, personally appeared

Myra L. Wheeler

and John R. Wheeler, her husband,
 to me known to be the identical person 8 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 March 20, 1927. (Seal)

Gred W. Steiner,

Notary Public

Tulsa County, Oklahoma.

I hereby certify that this instrument was filed for record in any office on 11 day of August, A. D., 1923

at 9:00 o'clock A. M. Book 439, Page 436

By Brady Brown, Deputy. (Seal)

O. G. Weaver,

County Clerk