

Overlay Bros. Binders

237782 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Wilburn E. Woolley
 a _____ of Dawson, Tulsa County, Oklahoma, part Y of the first part, has
 mortgaged and hereby mortgage to E. E. Lowry
 of _____ part — of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$)
 of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-three (33),
 Township Twenty (20) North, Range Thirteen (13) East of the
 Indian Base and Meridian, according to the Government survey
 thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 17 and issued
 Receipt No. 11052 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 11 day of Aug, 1923
W. W. Stuckey County Treasurer
O. B. V.

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 _____
Six Hundred sixty and No/100 DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from Mty.
 according to the terms of one certain promissory note _____ described as follows, to-wit:

Dated August 7, 1923.
 Due one year after date
 Payable to E. E. Lowry.
 Amount Six Hundred sixty and No/100 Dollars
 Interest 10% after Mty.

Signed Wilburn E. Woolley

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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, buildings 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 part Y shall be entitled to the immediate pos-
 session 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, _____ will pay a
 reasonable attorney's fee of One hundred and No/100 DOLLARS
 which this mortgage also secures.

Part Y of the first part, for said consideration, do ES hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 8th day of August, 1923

Wilburn E. Woolley

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 8th
 day of August, 1923 personally appeared
Wilburn E. Woolley, (a single man)

and _____
 to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that he 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 April 7, 1925 (Seal) Geo. G. Rhyne Notary Public

I hereby certify that this instrument was filed for record in my office on 11 day of August A. D., 1923
 at 9:30 o'clock A. M. Book 439, Page 438
 By Brady Brown Deputy (Seal) O. G. Weaver County Clerk