

Overbay Bros., Binders

237812 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Beatrice Hengst and Frank Hengst her husband
 of Tulsa County, Oklahoma, part 1st of the first part, ha. Y
 mortgaged and hereby mortgage to C. W. Elmore
 of Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Six (6) in Block Seven (7) in Elm Park
 Addition to the city of Tulsa Oklahoma, according
 to the Recorded Plat thereof.

Treasurer's ENDORSEMENT

I hereby certify that I received \$ 110.53 and issued
 therefor 110.53 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 11 day of Aug, 1923
W. W. Stucky County Treasurer

Q. S. B.
 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 Four Thousand Eighty Seven and 20/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable Monthly annually from date
 according to the terms of One certain promissory note described as follows, to-wit:

One note dated July the 27th, 1923, for \$4087.20, due and payable in installments
 of \$50.00 per month; said installments to be paid on or before the 27th day
 of each and every month hereafter, beginning the 27th day of August 1923,
 interest due and payable monthly on the entire unpaid principal; Deferred
 payments to bear interest at the rate of 8 per cent per annum from maturity.

This mortgage given subject to a first mortgage for the sum of \$3300.00 in
 favor of Gum Brothers Co.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby
 covenant ies and agree ies 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 principal
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part ies 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 ies that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of One Hundred DOLLARS
 which this mortgage also secures.

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

Dated this 27th day of July, 1923

Beatrice Hengst

SEAL

Frank Hengst

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, July 27th, 1923, a Notary Public in and for said County and State on this 27th
 day of July, personally appeared

Beatrice Hengst

and Frank Hengst

to me known to be the identical person ies 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 Mar. 29th, 1925. (Seal)

D. C. Tillery,

Notary Public

I hereby certify that this instrument was filed for record in my office on 11 day of August, A. D., 1923
 at 11:15 o'clock A. M. Book 439, Page 440

By Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk