

Overbay Bros. Binders

237832 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. W. Haynes and Ruth C. Haynes, his wife
a Tulsa of Tulsa County, Oklahoma, part 12 of the first part, ha. VS
mortgaged and hereby mortgage to H. R. Moffett
of Tulsa part 7 of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The North Forty Five (N45') feet of the South Ninety
(S90') feet of Lots Eleven (11) and Twelve (12) in
Block Twenty five (25) of College Addition to the
city of Tulsa, Tulsa County, Oklahoma, according to
the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10.00 and issued
Receipt No. 11059 therefor in payment of mortgage
tax on the within mortgage.

Dated this 13 day of Aug 1923
W. W. Haynes County Treasurer

DLB

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 Hundred Ninety Eight and 88/100 DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable at maturity from date
according to the terms of OMG certain promissory note described as follows, to-wit:

One note dated Aug. 5th, 1923 in the sum of \$498.88 due four months
from that date with interest thereon at the rate of 8% per annum.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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, 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 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 and fifteen DOLLARS
which this mortgage also secures.

Part ies 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 19th day of July, 19 23

W. W. Haynes

SEAL

Ruth C. Haynes

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W. W. Haynes, a Notary Public in and for said County and State on this 19th
day of July, 19 23, personally appeared

and W. W. Haynes
Ruth C. Haynes, his wife
to me known to be the identical person 2 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. 18th, 1927. (Seal) W. Warren Ferrall Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of August A. D., 19 23
at 8:00 o'clock A. M. Book 439, Page 443
By Brady Brown, Deputy. (Seal) O. G. Weaver County Clerk