

Overbay Bros. Binders

237834 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary Brooks
 a Tulsa of Tulsa County, Oklahoma, part Y of the first part, ha. 2
 mortgaged and hereby mortgage to R. P. Ellison
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Fifteen (15) and Sixteen (16) in Block Fourteen
 (14) in Greenwood Addition to the City of Tulsa,
 Oklahoma, according to the recorded plat thereof.

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 and Twenty No/100 DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable Monthly at maturity of ea. note. 8/11/23
 according to the terms of five certain promissory note 8 described as follows, to-wit:

#1	1	note	dated	8/11/23	due	Sept. 11th, 1923.
#2	1	note	"	"	"	October 11th, 1923.
#3	1	"	"	"	"	November 11th, 1923.
#4	1	"	"	"	"	December 11th, 1923.
#5	1	"	"	"	"	January 1st, 1924.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 0.22 and issue
 Receipt No. 11090 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 11th day of Aug, 1923
W. H. Stucky County Treasurer
P. S. B.
 Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby
 covenant and agree 8 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 party 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 8 that in the event action is brought to foreclose this mortgage, she will pay a
 reasonable attorney's fee of Ten per cent 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 11th day of August, 19 23

Mary Brooks

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August, 19 23, a Notary Public in and for said County and State on this 11th
 day of August, 19 23, personally appeared

Mary Brooks

and her
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed
 the same as her 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 4/19/26 (Seal) A. S. Viner 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 444

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