

Overbay Bros. Binders

287914 C.H.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Norton D. Newbury and Ruth Newbury, his wife,  
 of Tulsa County, Oklahoma, part 198 of the first part, h~~ere~~<sup>ere</sup>  
 mortgaged and hereby mortgage to J. E. Grosbie  
 of part 17 of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13), in Block One (1) of Sunrise Terrace 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 Five Thousand, One Hundred Seventy-six and 16/100 DOLLARS,  
 with interest thereon at the rate of 6 per cent, per annum, payable annually from maturity  
 according to the terms of two certain promissory note s described as follows, to-wit:

One note in the sum of \$3500.00, dated July 11, 1923, payable six months  
 after date, with interest at the rate of 6 per cent. per annum, after  
 maturity; and one note in the sum of \$1676.16, dated July 11, 1923,  
 payable on demand, with interest at the rate of 6 per cent. per annum,  
 after maturity.  
 This mortgage also secures any extensions or renewals of said notes or  
 any part thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$242. and issued  
 Receipt No. 11073 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 13 day of Aug 1923.

W. W. W. W. W. County Treasurer

R. S. D.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 party shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part 198 of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a  
 reasonable attorney's fee of --- DOLLARS  
 which this mortgage also secures.

Part 198 of the first part, for said consideration, do 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 July, 1923.

Norton D. Newbury

SEAL

Ruth Newbury

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

Norton D. Newbury and Ruth Newbury, his wife  
 and

to me known to be the identical person s 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 June 12, 1927. (Seal) Amy M. Walton, Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of August A. D., 1923  
 at 3:30 o'clock P. M. Book 439, Page 452

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