

COMPARED

Overbury, Burd, Binders

237954 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Luke Grantham and Margaret Grantham, his wife  
 a Tulsa of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to J. L. Kirksey and Nora D. Kirksey  
 of Tulsa parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Five (5) in Block Two (2), in Bellview Addition  
 City of Tulsa, State of Oklahoma according to the recorded  
 plat thereof.

This is a third mortgage, and is given subject to a first  
 mortgage of \$2000.00 with interest at 8% and a second  
 mortgage of \$575.00 with interest at 8%

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 Three Hundred DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from date of Mortgage  
 according to the terms of 7 certain promissory note 8 described as follows, to-wit:

Seven notes dated August 11th, 1923. The first note of Forty Dollars each due  
 September 11th 1923, and one note thereafter, until the full amount is paid,  
 The last note is for the amount Sixty Dollars. All draw 8% interest payable  
 monthly.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$20 and issued  
 Receipt No 44082 therefor in payment of mortgage  
 tax on the within mortgage.

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

Deputy

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 part shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said parties 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 Twenty Five Dollars and 10% DOLLARS  
 which this mortgage also secures.

Parties 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 August, 1923

Luke Grantham

SEAL

Margaret Grantham

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 13th  
 day of August, 1923, personally appeared \_\_\_\_\_

Luke Grantham  
 and Margaret Grantham

to me known to be the identical persons 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 18, 1927 (Seal) Nettie J. Powell Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of August A. D. 1923  
 at 4:15 o'clock P. M. Book 430, Page 455  
 By Brady Brown Deputy (Seal) O. G. Weaver County Clerk