

238034 DLE.

Overbury Bros., Builders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. W. Fisher and Jessie P. Fisher (Husband and wife)
 of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to F. S. Luebker
 of part Y. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Ten (10) in Block Three (3) East Lynn Addition
 to the City of Tulsa, County of Tulsa, State of
 Oklahoma, according to the duly recorded plat thereof,

This mortgage is given subject to a first mortgage favor
 Tulsa Building and Loan Association in the sum of \$2005.00

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 Fourteen Hundred Fifty nine and 25/100
(\$1459.25) DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable Monthly annually from July 7th, 1923
 according to the terms of one certain promissory note described as follows, to-wit:

Tulsa, Oklahoma, August 13th, 1923, For Value received, I, we, or either of us promise
 to pay to the order of F. S. Luebker; the sum of Fourteen Hundred Fifty nine and 25/100
 Dollars, (\$1459.25), in installments of Fifteen and 51/100 dollars, (\$15.51) per month;
 said installments to be paid on or before the 15th day of each and every month hereafter
 beginning the 15th day of August 1923. Deferred payments to bear interest at the rate
 of 8 per cent per annum from July 7th, 1923, until paid; interest payable monthly, and
 to be included in said monthly payment of \$15.51. If any of said installments become
 delinquent for 60 days the entire unpaid balance shall at once become due and payable
 at option of the holder. Negotiable and payable at the Tulsa Building & Loan Assoc-
 iation.

RECORDED IN THE
 PUBLIC RECORDS OF THE
 COUNTY OF TULSA, OKLAHOMA
 11 1923
 W. W. Stacey, County Clerk
 B. S. B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party 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 of face of mortgage 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 13th day of August, 1923.

E. W. Fisher SEAL

Jessie P. Fisher 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 E. W. Fisher and Jessie P. Fisher, (Husband and
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 April 17th, 1927 (SEAL) Chas. K. Warren Notary Public

I hereby certify that this instrument was filed for record in my office on 14 day of Aug. A. D., 1923
 at 4.35 o'clock P. M. Book 466 Page 463 (S. I.)
 By Brady Brown Deputy. O. G. Weaver County Clerk