

MORTGAGE RECORD NO. 456

16

COMPARED

Overbay, Bros., Binders

238047 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. E. Bartlett and Sadie Bartlett, his wife and
Warren Lindley, single all of the city of Sheldon, in Vernon Missouri County, Oklahoma, part of the first part, ha-
 mortgaged and hereby mortgage to A. J. Brown and Katie J. Brown
 of 108 part of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Seven (7) and Eight (8) in Block Eight (8) of Gillete-
 Hall Addition to the city of Tulsa, Oklahoma, according
 to the recorded plat thereof.

#1.
 State of Missouri,)
 Vernon County.) ss.

Before me, the undersigned, a Notary Public in and for said county and state, in this
 28 day of July, 1923, personally appeared J. E. Bartlett and Sadie Bartlett, his wife, 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 hand and official seal the day and year first above written.
 My commission expires Feb'y. 9, 1924. (Seal) A. Loyd Anchor, Notary Public.

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 Twenty six hundred and fifty (2650.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

(Copy of note attached)

\$2650.00 Tulsa, Okla. July 27th, 1923.
 Three years after date, for value received, I, we, or either of us, jointly and severally
 waiving grace and protest, promise to pay to the order of A. J. Brown and Katie J. Brown
 Twenty six hundred and fifty Dollars with interest from date at the rate of 8 per cent
 per annum, payable semi-annually until paid. Interest, if not paid annually to become
 as principal and bear the same rate of interest; and in case this note is placed in the
 hands of an attorney for collection we agree to pay One hundred and fifty Dollars addition-
 al for the collection of same. The endorers, guarantors and assignors, severally waive
 presentment for payment, protest and notice of protest thereof for non-payment of this
 note, and consent that time of payment may be extended without notice payable at Tulsa,
 Oklahoma and secured by mortgage on real estate in Tulsa County, Oklahoma.
 Due July 27, 1926.

This mortgage is subject to a mortgage of even date herewith for the sum of \$4500.00

RECORDED IN BOOK 439, PAGE 465
 11/22/23
 Filed for record
 W. W. Stuckey
 R. B. B.

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

Part^{ies} 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 27th day of July, 1923

J. E. Bartlett

SEAL

Sadie Bartlett

SEAL

Warren Lindley (Seal)

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W. J. Henry, a Notary Public in and for said County and State on this 27th
 day of July, 1923, personally appeared
Warren Lindley (a single man)

and
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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 September 25, 1924. (Seal) W. J. Henry Notary Public

#1.
 I hereby certify that this instrument was filed for record in my office on 15 day of August A. D., 1923
 at 10:00 o'clock A. M. Book 439, Page 465
 By Brady Brown, Deputy. (Seal) O. G. Weaver County Clerk