

COMPARED

Overbury Bros. Binders

238132 C.M.J. REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. S. Mumford and Annie E. Mumford, his wife
 a _____ of Tulsa County, Oklahoma, part 1st of the first part, has
 mortgaged and hereby mortgage to O. E. Hart
 of _____ part 1st of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Twenty-three and Twenty-four (23 & 24) in Block
 Eight (8) of Capital Hill Second Addition to the city
 of Tulsa as per the official plat thereof recorded.

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 Thousand & No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable as stated monthly from _____ date _____
 according to the terms of 40 certain promissory note _____ described as follows, to-wit:

One certain series of 40 notes each in the principal sum of \$25.00 numbered
 from One to Forty inclusive and dated August 14, 1923. The first of such
 series of notes becomes due and payable on the 14th day of September 1923
 and one on the 14th day of each month thereafter until all of said notes
 have been paid, each note having added to its face the interest computed
 monthly on the entire deferred sum due from month to month.
 This mortgage is subject and inferior to a first mortgage in the sum of
 \$3500.00 in favor of the Oklahoma Savings and Loan Association of Oklahoma
 City, Oklahoma.

THESAUER'S ENDORSEMENT
 I hereby certify that I received \$ 6.00 and issued
 Receipt No. 11122 therefor in payment of mortgage
 tax on the within instrument.
 Dated this 16 day of Aug 1923
W. W. Dickey County Treasurer
W. W. Dickey Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 ies 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 _____
Ten dollars and 10% 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 14th day of August, 19 23.

R. S. Mumford _____ SEAL

Annie E. Mumford _____ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 14th
 day of August, 19 23, personally appeared _____

R. S. Mumford
Annie E. Mumford, his wife
 and _____
 to me known to be the identical person _____ 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 January 5, 1926. (Seal) R. W. Lee. Notary Public

I hereby certify that this instrument was filed for record in my office on 15 day of August, A. D., 19 23
 at 4:45 o'clock P. M. Book 439, Page 468

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