

258373 M H

Overbay Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. Merry and R. L. Marshall
X of Tulsa, Tulsa County County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Mrs. Berline Gallagher
X of part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lots Seven & Eight (7 & 8) Block Four(4), Ingram- Lewis Addition to the City of
Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$14 and issued
Receipt No. 11142 in full payment of mortgage
tax on the within mortgage.

Dated this 21 day of Aug 1923

W. W. Stuckey, County Treasurer

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 Seven Hundred (\$700.00) DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from August 11th, 1923
according to the terms of 23 certain promissory notes 8 described as follows, to-wit:

The first twenty-two notes being for the principal sum of thirty (\$30.00)
dollars and payable on the first day of each month, commencing on the first
day of September, 1923 and monthly thereafter, the last or 23rd note being
for the principal sum of Forty (\$40.00) payable July 1st, 1925.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part is 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, building 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 part is the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a
reasonable attorney's fee of 10% of the principal and interest DOLLARS
which this mortgage also secures.

Part is 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.

R. Merry

SEAL

R. L. Marshall

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 11th
day of August, 1923, personally appeared
R. Merry and R. L. Marshall

XOXY

to me known to be the identical person is 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 3/24-1925 (Seal) Merritt J Glass Notary Public

I hereby certify that this instrument was filed for record in my office on 20th day of August, A. D., 1923.

at 2 o'clock P. M. Book 439, Page 481
By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk