

Overlay, Bro., Binders

## COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lottie O. Casey and W. O. Casey, her husband of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to Viola E. Sharrell of Tulsa County, Oklahoma, part 2nd of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in Block Four (4) in Highlands Second Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof. This mortgage is made and accepted as a second mortgage, and subject to a prior mortgage for the principal sum of \$3000.00, in favor of the Oklahoma City Building & Loan Company, but subject to no other liens or mortgages.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 28 and issued Receipt No 11182 therefor in payment of mortgage tax on the within mortgage.

Dated this 20 day of Aug, 1923  
W. W. Sheckey, County Treasurer

Deputy

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 (\$1400.00)  
Fourteen Hundred and No/100 (\$1400.00) DOLLARS,  
with interest thereon at the rate of ten per cent, per annum, payable semi annually from date  
according to the terms of One (1) certain promissory note made by said parties, payable to the order of second party, one year after date, bearing ten per cent interest from date, providing for attorneys fees, and dated of even date herewith

signed by first parties, payable to the order of second party, one year after date, bearing ten per cent interest from date, providing for attorneys fees, and dated of even date herewith

#to keep said premises free from foreclosure suits, and

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, against for \$4000.00. 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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof, and the rents of said premises are hereby assigned to second party as further security for the payment of said note. Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, or any lien against said premises in such such action ther will will pay a reasonable attorney's fee of \$100.00 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 18th day of August, 1923.

Lottie O Casey

SEAL

W. J. Casey

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Lottie O. Casey, a Notary Public in and for said County and State on this 20th day of August, 1923, personally appeared

Lottie O. Casey  
and W. O Casey, her husband,  
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 2-7-26 (Seal) C lyde L Sears 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 482  
By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk