

COMPARED

Overbury, Hines, Binders

238423 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Gladys Roney, nee Gladys Billington and Fred C. Roney, her husband, of Sand Springs, Tulsa County, Oklahoma, part 122 of the first part, ha. V9 mortgaged and hereby mortgage to Joe Falkenburg part 7 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Beginning at a point one hundred fifty (150) feet North of the South -west corner of Tract number Eight of Block Number Six (6) of the Billington Acre in Tulsa County, Okla. Thence East Eighty eight (88) feet; thence North One hundred fifty-five (155) feet; thence West Eighty-eight (88) feet; thence South One hundred fifty-five feet (155) to the place of beginning.

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 (\$250.00) Two Hundred Fifty and No/100 maturity DOLLARS, with interest thereon at the rate of per cent, per annum, payable at annually from date according to the terms of ONE certain promissory note described as follows, to-wit:

for the principal sum of Two Hundred Fifty (\$250.) Dollars made and signed by the parties of the first part and payable to the order of the party of the second at Sand Springs Okla. with interest thereon at the rate of 10% from date according to the tenor of said note.

6 revenue stamps on note

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 07 and issued Receipt No. 11123 thereon in payment of mortgage tax on the within mortgage.  
Dated this 21 day of August 1923  
W. W. S. Cley, County Treasurer

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part<sup>ies</sup> 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 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 part<sup>ies</sup> shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part<sup>ies</sup> 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 Fifty DOLLARS which this mortgage also secures.

Part<sup>ies</sup> 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 29th day of May, 1925

Gladys Roney, nee Billington SEAL  
Fred C. Roney SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:  
Before me, Notary Public in and for said County and State on this 29th day of May, 1925 personally appeared Gladys Roney nee Gladys Billington and Fred C. Roney, her husband and to me known to be the identical person<sup>s</sup> 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 Feb. 21st, 1927. (Seal) Art Stanton Notary Public

I hereby certify that this instrument was filed for record in my office on 21 day of August A. D. 1923 at 9:20 o'clock A. M. Book 439, Page 483  
By Brady Brown Deputy (Seal) O. G. Weaver County Clerk