

COMPARED

Overly Bros. Binders

238492 G.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That George H. Robinson and Estelle A. Robinson, (husband and wife) of Tulsa County, Oklahoma, part<sup>ies</sup> of the first part, have mortgaged and hereby mortgage to A. Y. Roswell Jr. part<sup>y</sup> of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Nineteen (19) in Block Two (2) in Hi-Points Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is subject to a prior mortgage in favor of the Home Building & Loan Association of Tulsa, Oklahoma, in the amount of \$900.00. Said mortgage being dated August 10th, 1923.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$57 and issued Receipt No. 11268 therefor in payment of mortgage tax on the within mortgage.

Dated this 21 day of Aug, 1923

W. W. Stacker, 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

Eight Hundred Seventy & No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable quarterly from date according to the terms of an installment certain promissory note described as follows, to-wit:

One installment note, bearing date of August 21st, 1923, in the amount of \$870.00, payable at the rate of \$20.00 per month and accrued interest, the first payment being due and payable on the 15th day of September, 1923 and a like payment of \$20.00 being due and payable on the 15th day of each and every month thereafter until the unpaid principal sum and accrued interest has been paid. Interest to accrue at the rate of eight per cent per annum, payable quarterly.

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 party 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, they will pay a reasonable attorney's fee of Eighty Nine & No/100 DOLLARS which this mortgage also secures.

Part<sup>ies</sup> of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 21st day of August, 1923

George H. Robinson

SEAL

Estelle A. Robinson

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August 21, a Notary Public in and for said County and State on this 21st day of August, 1923 personally appeared

George H. Robinson and Estelle A. Robinson, (husband and wife)

and they 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 January 15th, 1927. (Seal) Cecil L. Henry, Notary Public

I hereby certify that this instrument was filed for record in my office on 21 day of August, A. D., 1923

at 4:40 o'clock P. M. Book 439, Page 490

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