

COMPARED

MORTGAGE RECORD NO. 456

Overbay Bros. Binders

238560 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. S. George, a single man of Tulsa County, Oklahoma, part Y of the first part, ha S mortgaged and hereby mortgage to Milburn Shook of Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Numbered One (1) and Two (2) in Block Numbered Forty five (45) in the town of Alsuma, Oklahoma.

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 _____ DOLLARS, with interest thereon at the rate of _____ per cent, per annum, payable _____ annually from _____ according to the terms of _____ certain promissory note _____ described as follows, to-wit: \$125.00

Broken Arrow, Oklahoma, August 22, 1923.
October 15, 1924 after date, I, we, or either of us promise to pay Milburn Shook of Broken Arrow, Oklahoma, or order One Hundred Twenty five & No/100 Dollars for value received, at its banking office in Broken Arrow, Oklahoma, with interest after date at ten per cent per annum until paid, and Fifteen # Dollars as attorney's fees, if placed in the hands of an attorney for collection, or suit filed thereon. The makers and endorsers hereby severally waive protest, demand and notice of protest and non-payment in case this note is not paid at maturity, and agree to all extensions and partial payments before and after maturity without prejudice to the holder.

Copy

J. S. George

Deputy
W. W. Stuckey, County Treasurer
Dated this 22 day of August 1923
I hereby certify that I have read and issued
this instrument in accordance with the provisions of the
Tulsa County Ordinance No. 1234
Recorded on the within mortgage
tax on the within mortgage.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby covenants and agree S 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 shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part Y of the first part hereby agree S that in the event action is brought to foreclose this mortgage, S will pay a reasonable attorney's fee of Fifteen & No/100 DOLLARS which this mortgage also secures.

Part Y 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 22nd day of August, 19 23.

J. S. George

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 22nd day of August, 19 23, personally appeared _____

J. S. George, a single man
and _____
to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 2/25/1926 (Seal) A. M. Laws, 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 8:30 o'clock A. M. Book 439, Page 496
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk