

## Overhay Iron Binders

238779 C.M.J.

# REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. W. Wilson and May Wilson, (his wife)  
a Dawson, Tulsa of Dawson, Tulsa County, Oklahoma, part 88 of the first part, ha-VE  
mortgaged and hereby mortgage to J. L. Payne  
of Tulsa County, State of Oklahoma, to-wit: part y of the second part, the following described real estate and premises situated in

Lots Four (4) and Five (5) in Block Twenty (20) in the Woolley Addition to the town of Dawson, Okla. as per the recorded plat thereof.

I hereby certify that on 11/29/4, 1904 at San Francisco, Cal.  
 before me, the undersigned, a Notary Public in and for the State of California,  
 personally appeared W. W. Sweeney, County Clerk, known to me to be the  
 person whose name is subscribed to the foregoing instrument, and acknowledged to me  
 that he executed the same for the purposes and consideration therein expressed.  
 Given under my hand and seal of office this 28 day of Aug. 1903  
 W. W. Sweeney, County Clerk  
78 B  
 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 Two hundred thirty and No/100 DOLLARS,  
with interest thereon at the rate of 8 per cent, per annum, payable after Mty. annually from  
according to the terms of six certain promissory note 8 described as follows, to-wit:

Dated August 9, 1923.  
Due Forty and No/100 Dollars, June 1st, 1924. \$40.00 July 1st, 1924.  
\$40.00 August 1st, 1924 \$40.00. Sept. 1st, 1924. \$40.00 Oct. 1st, 1924.  
\$30.00 November 1, 1924.  
Payable to J. P. Payne  
8% interest after Mty.

Signed R. W. Wilson  
May Wilson

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant, sell 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 and between the parties 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 100 of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, ----- will pay a reasonable attorney's fee of One hundred and No/100 ----- DOLLARS which this mortgage also secures.

Part <sup>ies</sup> ~~ies~~ of the first part, for said consideration, do ~~not~~ <sup>hereby</sup> expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 9th day of August, 1923

R. W. Wilson  
-----SEAL  
May Wilson  
SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 9th day of August, 1923 personally appeared \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
R. W. Wilson  
 and May Wilson, (his wife)  
 to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they  
 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 April 7, 1925. (Seal) Geo. G. Rhyme, Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of August A. D., 1923  
at 10:10 o'clock A. M. Book 439, Page 509  
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk