

#239027 NS

Overbury Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. A. Coleman & Mattie B. Coleman, his wife,
a Tulsa County, Oklahoma, part Y of the first part, ha
mortgaged and hereby mortgage to E. E. Rains
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:

The West fifty (50) feet of Lot Three (3) Lewkowitz
Sub-division of Lots Thirteen (13) and Fourteen (14)
in Block Twenty-eight (28) of Park Place Addition to
the City of Tulsa Oklahoma, according to the recorded
plat thereof.

RECORDED IN THE OFFICE OF THE
TULSA COUNTY CLERK
Book 11324 Page 30 and issue
dated 29 Aug. 1923
W. W. Weaver, County Clerk

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 Three Thousand & No/100 DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable as stated from date
according to the terms of 12 certain promissory note as described as follows, to-wit:

One certain series of 12 promissory notes numbered from One to Twelve
inclusive and dated August 29, 1923, each note in the principal sum of
\$80.00 with the exception of note number twelve which is in the principal
sum of \$2120.00. The first of said series of notes becomes due and payable
on or before September 29, 1923 and one on the 29th day of each month there-
after untill all of said notes have been paid. All above notes bear interest
at the rate of 8% per annum, each note having added to its face the interest
on the entire deferred sum due from month to month.

This mortgage is subject and inferior to a first mortgage in the principal sum
of \$9500.00 in favor of the Calvert Mortgage Company of Baltimore, Md.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 mort-
gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said party Y of the first part hereby agree to, that in the event action is brought to foreclose this mortgage, he will pay a
reasonable attorney's fee of Ten Dollars and ten percent DOLLARS
which this mortgage also secures.

Part Y of the first part, for said consideration, do not 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 August, 1923.

W.A. Coleman SEAL

Mattie B. Coleman SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W.A. Coleman and Mattie B. Coleman, a Notary Public in and for said County and State on this 29th
day of August, 1923 personally appeared W.A. Coleman and Mattie B. Coleman,

and they
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 January 5, 1926. (SEAL) R.W. Lee Notary Public

I hereby certify that this instrument was filed for record in my office on 29 day of Aug. A. D. 1923
at 11 o'clock P. M. Book 430, Page 523

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