

# 239098 M H

Overbay Bros., Binders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. E. Ogilvie and his wife Ruth E. Ogilvie  
 of Tulsa County, Oklahoma, part of the first part, ha-  
 mortgaged and hereby mortgage to Fred W. Steiner  
 of Tulsa County, Oklahoma, part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty-two (22) Block Two (2) of Edgewood Place Addition to the City of  
 Tulsa, Tulsa County, Oklahoma, according to the Recorded Plat thereof,

It is understood and agreed that if first parties have made all of the following  
 payments, also payments on first mortgage, taxes, insurance and other legal charges,  
 at the time the following \$1113.75 note becomes due that second party shall extend  
 same and allow same to be paid on the same monthly basis.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$2,20 and issued  
 Receipt No. 11342 for a payment of mortgage  
 tax on the within mortgage.

Dated this 20 day of Aug, 1923

W. W. [Signature] 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  
Three Thousand One Hundred Eighty and No/100 (\$3180.00)  
 with interest thereon at the rate of Eight per cent, per annum, payable Monthly annually from Date  
 according to the terms of 60 certain promissory note S described as follows, to-wit:

59 notes numbered 1 to 59 inclusive for the sum of \$50.00 each, first  
 note due 1 month from date and 1 note due on even date of each and  
 every month thereafter, said notes include interest at the rate of  
 8% per annum, computed and payable monthly on entire deferred sum.  
 1 note numbered 60, of even date for the sum of \$1113.75 due 60  
 months from date, said note includes interest at the rate of 8 % per  
 annum to due date,

This mortgage is inferior and subject to a first loan in the amount of \$3800.00,  
 in favor of the Home B & L Assn. Tulsa, Okla.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 building 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 part ies 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 10% of principal hereof and Ten DOLLARS  
 which this mortgage also secures.

Part ies 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 August, 1923.

G E Ogilvie SEAL

Ruth E Ogilvie SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August, 1923, a Notary Public in and for said County and State on this 29th  
 day of August, 1923, personally appeared

G. E. Ogilvie

Ruth E. Ogilvie his wife

and they  
 to me known to be the identical person S 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 March 4th 1924 (Seal)

Harold J Sullivan

Notary Public

I hereby certify that this instrument was filed for record in my office on 30 day of Aug, A. D., 1923.

at 9 o'clock A. M. Book 439, Page 528

By Brady Brown Deputy.

(Seal)

O. G. Weaver

County Clerk