

Overbay Bros. Binders

232449 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edith J. Montgomery and C. J. Montgomery her husband of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to E. H. Knight 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 60 feet of the north 50 feet of Lot One (1)
in Block Six (6) in Pleasant View Addition to the city
of Tulsa Oklahoma according to the recorded plat thereof.

TREASURER ENFORCEMENT
I hereby certify that I received \$ 1.00 and issued
Receipt No. 9964 therefor in payment of mortgage
tax on the within mortgage.
Dated this 6 day of June 1923
WAYNE L. DICKEY, County Treasurer
WLB
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 Ten hundred forty & 44/100 DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable Monthly from date
according to the terms of one certain promissory note described as follows, to-wit:

One certain installment promissory note dated May 25th 1923 in the amount of \$1041.44 payable in installments of \$15.00 per month the first installment being due and payable June 1st 1923 and one payment being due and payable on the 1st day of each and every month thereafter until the entire amount has been paid in full together with interest at the rate of 8% per annum payable monthly on such sums as remain from time to time unpaid.

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, 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 Y shall be entitled to the immediate possession 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, ies will pay a reasonable attorney's fee of Ten dollars & 10% 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 25th day of May, 19 23.

Edith J. Montgomery SEAL

C. J. Montgomery SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May 19 23, a Notary Public in and for said County and State on this 25th day of May, 19 23, personally appeared

Edith J. Montgomery

and C. J. Montgomery, her husband,

to me known to be the identical person E 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 Feb. 4th, 1925. (Seal) Lewis G. Melone, Notary Public

I hereby certify that this instrument was filed for record in my office on 5 day of June A. D., 19 23 at 11:10 o'clock A. M. Book 439, Page 63

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