

239180 M H

Overbury Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. H. Cleveland and Winnie Cleveland, his wife
 a Tulsa County, Oklahoma, part V of the first part, ha^{ve}
 mortgaged and hereby mortgage to John Zink
 of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot 5, Block 19, Irving Place Addition to the City of Tulsa, Tulsa County,
 State of Oklahoma according to the recorded plat thereof

11358' 2,70
 31 aug. 3
 O.S.B.

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 Thousand Seven Hundred Fifty and no/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from date
 according to the terms of 61 certain promissory note described as follows, to-wit:

Dated August 30th, 1922, Signed W. R. Cleveland and Winnie Cleveland, issued to
John Zink, numbered from 1 to 61 inclusive, Numbers 1 and 60 inclusive being in the
 sum of \$45.00 each and number 61 in the sum of \$50.00, all bearing interest at the
 rate of 8 % per annum, payable monthly, number 1 falling due September 30th, 1922 and
 one succeeding note falling due each and every month thereafter until the total sum of
 \$2750.00 and interest thereon has been paid in full

It is further agreed that said W. H. Cleveland and Winnie Cleveland may take up any
 or all of the said notes at any time prior to due date by paying principal and interest
 to date thereon

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part es hereby
 covenant es and agree es 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.

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 part es shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part es of the first part hereby agree es, that in the event action is brought to foreclose this mortgage es will pay a
 reasonable attorney's fee of \$ 100.00 and 10% of unpaid balance DOLLARS
 which this mortgage also secures.

Part es of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 30th day of August, 19 22

W. H. Cleveland SEAL

Winnie Cleveland SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August 19 23, a Notary Public in and for said County and State on this 30
 day of August, 19 23 personally appeared W. H. Cleveland

and Winnie Cleveland (his wife)
 to me known to be the identical person es 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 hand and official seal the day and year last above written. Oct. 24, 1925 (Seal) J Edgar Freeman Notary Public

I hereby certify that this instrument was filed for record in my office on 31st day of Aug, A. D., 19 25
 at 11 o'clock A. M. Book 439, Page 538 (Seal) O. G. Weaver
 By Brady Brown Deputy. County Clerk