

COMM.

Overlay, Bros. Binders

#239278 E C

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That K. D. Gwynne and Mary K. Gwynne his wife.
 a Tulsa of Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to Floyd Neal
 of Tulsa part 2 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) Block Two (2) of Second Refinery Addition
 to the City of Tulsa, Tulsa County, Oklahoma, according
 to the recorded plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 288 and issued
 Receipt No 11375 in payment of mortgage
 tax on the within mortgage.
 Dated this 4 day of Sept 1923
W. W. Evans, County Treasurer
B. Quinn
 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 Seven Hundred Fifty DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi, annually from Date
 according to the terms of One certain promissory note described as follows, to-wit:

PAYABLE AS FOLLOWS: -

\$25.00 payable October 5th-1923 and \$25.00 on the 5th of each consecutive month
 thereafter until principal is paid, privilege reserved to pay all or part on or
 before maturity,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 part shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 1st 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 \$10.00 and 10% of face hereof, DOLLARS
 which this mortgage also secures.

Part 1st 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 1st day of Sept, 1923.

R. D. Gwynne SEAL
Mary K. Gwynne SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, R. D. Gwynne and Mary K. Gwynne, a Notary Public in and for said County and State on this 1st
 day of September, 1923, personally appeared R. D. Gwynne and Mary K. Gwynne

and
 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 April 3, 1927 (seal) H. W. Evans Notary Public

I hereby certify that this instrument was filed for record in my office on 1st day of Sept 25
11:40 at 11:40 o'clock A.M. Book 549 Page 549
 By Brady Brown Deputy. (seal) O. G. Weaver County Clerk