

239303 M H

Overhux Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John Woolery a single man
 of Tulsa County, Oklahoma, part Y of the first part, ha S
 mortgaged and hereby mortgage to L. W. Grant
 part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3), Block Three (3), of the re-subdivision of a part of Block Five (5)
 of Terrace Drive Addition to the City of Tulsa, Oklahoma according to the recorded
 plat thereof.

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 Sixteen Hundred & 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 26 certain promissory note S described as follows, to-wit:

One certain series of 26 notes numbered from one to 26 inclusive and dated September
 1st, 1923. Notes number one to 24 inclusive each for the principal sum of \$50.00 and
 notes number 25 and 26 each in the principal sum of \$200.00. The first of said series
 of notes becomes due and payable October 1, 1923 and one on the first day of each
 month thereafter until all of said notes have been paid. All 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 favor of M. Hughes.
 of Tulsa, Oklahoma in the principal sum of \$3500.00

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

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of One Hundred Eighty & No/100 DOLLARS
 which this mortgage also secures.

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

Dated this 1st day of September, 1923.

John Woolery SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 4th
 day of September, 1923, personally appeared

John Woolery a single man

and _____
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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 Feby 6th 1926 (Seal) W. A. Setser Notary Public

I hereby certify that this instrument was filed for record in my office on 4 day of Sept. A. D., 1923
 at 11:30 clock A. M. Book 439, Page 551

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