

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. T. Shipman, single
 a Tulsa, County, Oklahoma, part 1st of the first part, ha vs
 mortgaged and hereby mortgage to Mary A. Strawn
 of part 1st of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Four (4) in Block Ten (10) of
 East Lynn Addition to the City of Tulsa,
 Oklahoma, according to the recorded plat
 thereof.

This mortgage is subject and inferior to a
 first mortgage in the sum of \$2,000 in favor
 of the Home Building and Loan Association.

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 Seventeen Hundred Fifty and No/100 - - - -
eighty DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable as herein after stated
 according to the terms of 58 certain promissory note as described as follows, to-wit:

Fifty-seven notes this date executed and delivered each for the
 sum of \$30.00, the first note maturing on the 6th day of October,
 1923, and one note on the 6th day of each and every month thereafter
 until all of said notes are paid; and one note for the sum of \$40
 maturing on the 6th day of July, 1928. All of said notes bear
 interest at the rate of 8% per annum payable at the maturity of
 each note.

TREASURY AND EMPLOYMENT
 I hereby certify that I received \$136 and issued
 Receipt No. 11449 thereon in payment of mortgage
 tax on the within mortgage.
 Dated this 8 day of Sept 1928
W. W. Stackey, County Treasurer
Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 1st 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 \$50. and 10% of the amount recovered - - - - - 666/1000
 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 6th day of September 1923.

H. T. Shipman SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 6th
 day of September, 1923 personally appeared H. T. Shipman, single.

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 March 15, 1927 (SEAL) Frances E. Cohenour, Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of Sept, A. D., 1923
 at 11:30 o'clock A. M. Book 439, Page 564

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