

#239620 NS

Overbay Bros., Finders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Alki Martin and Josie Martin, his wife,
 of m Tulsa, County, Oklahoma, part 1es
 mortgaged and hereby mortgage to Myrtle Hathaway
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Nine (9) in Block One (1) Melrose Addition
 to the City of Tulsa, Oklahoma, according to the
 recorded plat thereof.

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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 Three Thousand Four Hundred and No/ 100
(\$3400.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
 according to the terms of six certain promissory note 8 described as follows, to-wit:

No. 1,	\$500.00	due February	28th, 1924,	six months.
No. 2,	\$500.00	due August	30th, 1924,	Twelve Months.
No. 3,	\$500.00	due February	28th, 1925,	Eighteen months.
No. 4,	\$500.00	due August	30th, 1925,	Twenty-four months.
No. 5,	\$500.00	due February	28th, 1926,	Thirty months.
No. 6,	\$900.00	due August	30th, 1926,	Thirty-six months.

These notes are due on or before the above dates.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1es 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 1es of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of which this mortgage also secures. DOLLARS

Parties 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 30th day of September, 19 23.

Alki Martin

SEAL

Josie Martin

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State on this 30th
 day of August, 19 23, personally appeared Alki Martin and Josie Martin, his wife,

to me known to be the identical person 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 May 21, 1927. (SEAL) Dorothy Edgar Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of Sept. A. D., 19 23
 at 4 o'clock P. M. Book 439, Page 572

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