

Overlay Bros., Binders

## COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Grace Gilkison Kiene and John Kiene, wife and husband of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to H. E. Hanna of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Seventeen (17) in Block Eight (8) Sunrise Terrace Addition to the City of Tulsa, according to the recorded plat thereof, with all improvements thereon and appurtenances thereto belonging, and warrant the title to same.

This mortgage is given subject to a first mortgage of Twenty-Five hundred Dollars (\$2,500.00) given to secure a note of like amount in favor of the Home Building and Loan Association and to a second mortgage given to secure a note of Seven Hundred and Twenty-five Dollars (\$725.00) in favor of J. A. Porter et al; both of said notes being payable monthly.

~~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 Eight Hundred and Sixty and No/100 DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from August 7th, 1923, according to the terms of one certain promissory note ~~XXXXXX XXXX XXXX~~

dated August 7th, 1923, and given as evidence of the within indebtedness.

14468 9<sup>01</sup>  
10 Sept 3  
B. Quinn

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.

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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second parties shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said parties 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 Eighty and No/100 DOLLARS, which this mortgage also secures, and all expenses so incurred.

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 7th day of September, 1923.

Grace Gilkison Kiene SEAL

John Kiene SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, September 23, 1923, a Notary Public in and for said County and State on this September 23, personally appeared Grace Gilkison Kiene and John Kiene, wife and husband.

~~XXX~~  
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 Nov. 28, 1925. (SEAL) J. P. Byrd, Jr. Notary Public

I hereby certify that this instrument was filed for record in my office on 10 day of Sept. A. D. 1923 at 4 o'clock P. M. Book 439, Page 578  
By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk