

#239744 NS

(Overby, Bros., Binders)

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. W. Moore, a widower, single and unmarried.  
 a Tulsa, County, Oklahoma, part Y. of the first part, has  
 mortgaged and hereby mortgage to John C. Greenstreet,  
 of part Y. of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Fifteen (15), Block One (1), Hudson Addition  
 to the City of Tulsa, Oklahoma, according to the  
 recorded plat thereof.

This mortgage is subject to a First Mortgage in the sum  
 of \$3250.00, dated December 1, 1922, in favor of the  
 Standard Savings & Loan Association of Detroit, Michigan.

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 Twenty Seven Hundred Ninety Nine and 35/100  
(\$2799.35) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable every ninety days date  
 according to the terms of one certain promissory note described as follows, to-wit:

One note for \$2799.35 payable to John C. Greenstreet in in -  
 stalments of \$105.00, payable every ninety days, first payment  
 due December 1, 1923. Interest on deferred payments payable  
 every ninety days at the rate of 8 per cent per annum first  
 interest payment due December 1, 1923, Principal and interest  
 at the Exchange National Bank, Tulsa, Oklahoma.

RECORDED IN THE PUBLIC RECORDS OF THE STATE OF OKLAHOMA  
 Book 439, Page 579  
 Date of recording Sept. 10, 1923  
 W. W. Weaver, County Clerk  
A. James

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

Said part Y. of the first part hereby agree g., that in the event action is brought to foreclose this mortgage, ----- will pay a  
 reasonable attorney's fee of \$50.00 and 10 per cent of the amount due DOLLARS  
 which this mortgage also secures.

Party Y. of the first part, for said consideration, do g. hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 10th day of September, 1923.

J. W. Moore, SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:  
 Before me, -----, a Notary Public in and for said County and State on this 10th  
 day of September, 1923, personally appeared J. W. Moore, a widower, single and unmarried.

and -----  
 to me known to be the identical person g. 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 June 19, 1926. (SEAL) V. Dunaway, Notary Public

I hereby certify that this instrument was filed for record in my office on 10 day of Sept. A. D., 1923  
 at 4:10 o'clock P. M. Book 439, Page 579  
 By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk