

239765 M H

Overbay Bros., Builders

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That Clyde E Griffith
 a Tulsa of Tulsa County, Oklahoma, part Y of the first part, ha S
 mortgaged and hereby mortgage to Ruth A Parrott
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Number Four (4) and Five (5) in Block Number Three (3) Eastland
 Addition to Tulsa, Tulsa County Oklahoma according to the recorded plat
 thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 3.00 and issued
 Receipt No. 1144 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 12 day of Sept 1923
 W. W. Stuckey, County Treasurer

A. James
 Deputy

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 (\$3000.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable Monthly ~~semi~~ from Date
 according to the terms of one certain promissory note described as follows, to-wit:

One Note of even Date Herewith for Three Thousand Dollars (\$3000.00)
 Payable in Fifty Instalments. of Sixty Dollars (\$60.00) Each. together
 with Interest of Eight Per Cent Per Annum. Payable Monthly from date
 on the remaining unpaid balance.

Privelege is given to the maker of this mortgage that he can pay any
 or all of the above described mortgage at any time

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby
 covenant 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 to insure, 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 Y 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 S, that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of Three Hundred (\$300.00) DOLLARS
 which this mortgage also secures.

Part Y of the first part, for said consideration, do SB hereby expressly waive ~~rights of said first part~~ all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 11th day of September 1923.

Clyde E. Griffith

SEAL

Lurene M Griffith

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, C. E. Griffith, a Notary Public in and for said County and State on this 11th
 day of September, 1923 personally appeared

C. E. Griffith

Lurene M Griffith

and they to me known to be the identical person S 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 January 10th 1927 (Seal) O. G. Weaver Notary Public

I hereby certify that this instrument was filed for record in my office on 11 day of Sept. A. D. 1923
 at 10 o'clock A. M. Book 439, Page 587

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