

# 239789

Overbay Bros., Binders

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Norma E. Warren  
 a Single of Skiatook, Tulsa County, Oklahoma, part V of the first part, ha S  
 mortgaged and hereby mortgage to L. M. Merritt  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Thirty, (30) and Thirty-one (31) in Block Eight, (8) in the  
 Southside Addition to Skiatook, according to the recorded plat thereof.

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 One Hundred Seventy-five and no/100 DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

Dated this date, payable on December 8th 1923, and signed by the maker hereof.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$1,04 and issued  
 Receipt No. 11493 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

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby  
 covenant S 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.

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 V shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, will pay a  
 reasonable attorney's fee of Twenty-five DOLLARS  
 which this mortgage also secures.

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

Dated this 8th day of September, 19 23

Norma E. Warren SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Norma E. Warren, a Notary Public in and for said County and State on this 8th  
 day of September, 19 23, personally appeared Norma E. Warren

and she  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed  
 the same as her 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 February 23-1924 (Seal) Frank F. Cockran Notary Public

I hereby certify that this instrument was filed for record in my office on 11 day of Sept. A. D. 19 23  
 at 1.20 o'clock P. M. Book 439, Page 592  
 By Brady Brown Deputy, (Seal) O. G. Weaver County Clerk