

# 239841 M H

Overhay Bros., Binders

## REAL ESTATE MORTGAGE

## COMPAKED

KNOW ALL MEN BY THESE PRESENTS, That A. M. Calloway and Margaret Calloway his wife  
 of Tulsa County, Oklahoma, part 1st the first part, have  
 mortgaged and hereby mortgage to Ruth Laws  
 of Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots numbered Three (3) Four (4) and Five (5) all in Block numbered Thirteen  
 (13) in Fears Addition to the city of Broken Arrow, Oklahoma.

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 Four Hundred and no/100 DOLLARS,  
 with interest thereon at the rate of ten per cent, per annum, payable annually from September 10, 1923  
 according to the terms of 8 certain promissory note described as follows, to-wit:

Broken Arrow, Okla., September 10 1923 \$400.00  
 November 10, 1923 after date, without demand notice or protest, we, or either of us, as  
 principal, promise to pay to the order of Ruth Laws Four Hundred and no/100 Dollars for  
 value received, negotiable and payable, with interest from date at the rate of Ten per  
 cent, per annum, payable at the First National Bank, Broken Arrow, Okla. Interest  
 payable annually, If the interest be not paid when due it shall become a part of the  
 principal and bear the same rate of interest. The makers, sureties and endorsers waive  
 demand, notice and protest and agree to let the time of payment be extended without our  
 consent from time to time until paid. In case this note is placed in the hands of an  
 Attorney for collection I, or we, agree to pay ten per cent, additional as Attorney's  
 fee.

No  
 P O.

Copy

A. M. Calloway  
 Margaret Calloway

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 84 and issued  
 Receipt No. 11504 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 13 day of Sept 1923

W. W. Stacey, 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 1st 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 party shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part 1st the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a  
 reasonable attorney's fee of Forty and no/100 DOLLARS  
 which this mortgage also secures.

Part 1st 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 10th day of September 1923.

A. M. Calloway

SEAL

Margaret Calloway

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 \_\_\_\_\_

A. M. Calloway  
 and Margaret Calloway 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 Nov. 4, 1926 (Seal) R. T. Wallingford Notary Public

I hereby certify that this instrument was filed for record in my office on 12 day of Sept. A. D., 1923  
 at 8:30 o'clock A. M. Book 439, Page 591

By Brady Brown Deputy.

(Seal) O. G. Weaver County Clerk