

239860 M H

Overbay Bros., Binders

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That John Woolery, a single man of Tulsa County, Oklahoma, part Y of the first part, ha s mortgaged and hereby mortgage to Henry Waters, a single man part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Thirty-three (33) and Thirty-four (34), Block "Eight (8) in the amended College View Addition to the City of Tulsa, Tulsa County, Oklahoma; according to the recorded plat thereof;

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 200 and issued Receipt No. 11506 therefor in payment of mortgage tax on the within mortgage.

Dated this 13 day of Sept, 1925

W. W. St. Louis, Treasurer

W. J. James

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 Eighty Five and 60/100 DOLLARS, with interest thereon at the rate of eight cent, per annum, payable annually from date according to the terms of two certain promissory note s described as follows, to-wit:

One note of even date herewith for the sum of Two Hundred (\$200.00) Dollars, due September 11th, 1924 and one note of even date herewith for the sum of Two Hundred Eighty Five Dollars Sixty cents (\$285.60). due September 11th, 1925; said notes bearing interest at the rate of eight per cent (8%) interest payable annually from date

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

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 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 part Y shall be entitled to the immediate possession 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, will pay a reasonable attorney's fee of Ten Dollars and Ten per cent DOLLARS which this mortgage also secures.

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

Dated this 11th day of September, 1923.

John Woolery

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, John Woolery, a single man, a Notary Public in and for said County and State on this 11th day of September, 1923 personally appeared

and John Woolery, a single man to me known to be the identical person 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 March 23, 1925 (Seal) Harry E. Wheeler Notary Public

I hereby certify that this instrument was filed for record in my office on 12 day of Sept, A. D., 1923 at 10.30 o'clock A. M. Book 439, Page 596

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