

Overbay Bros., Binders

239689 M H

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That W. T. Byrd and Katie M. Byrd
 of Tulsa County, Oklahoma, part Y of the first part, ha VS
 mortgaged and hereby mortgage to I I Sigler
 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 4 and 5 block 19 West Tulsa

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 8.08 and same
 Receipt No. 11508 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 Four Hundred and Six and 25/100 DOLLARS,
 with interest thereon at the rate of 8 1/2 per cent, per annum, payable annually from Maturity
 according to the terms of QUR certain promissory note described as follows, to-wit:

On or before Nov 22nd 1923

Should any interest or principal not be paid when due it shall bear interest at the
 rate of 10 per cent per annum until paid. Interest on this note to be paid annually
 The principals, endorsers sureties and grantors of this note hereby severally waive
 presentment and demand of payment notice of now payment, protest and notice of protest
 and extension of time of payment. If this note is not paid when due and is collected
 by an Attorney or by suit principal sureties and endorsers agree to pay an Attorney's
 fee for the collection of same the sum of Twenty-five Dollar and ten per cent of the
 amount remaining unpaid

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 part shall be bound to pay the same.
~~session of the premises and the second part shall be bound to pay the same.~~

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

~~XXXXXX~~
~~the XXXXX~~

Dated this 22 day of Aug, 1923

W. T. Byrd SEAL
Katie M. Byrd SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 22nd
 day of August, 1923 personally appeared
W. T. Byrd and Katie M. Byrd

and _____
 to me known to be the identical person E 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 Aug 9 1925 (Seal) Mattie Sunderland Notary Public

I hereby certify that this instrument was filed for record in my office on 12 day of Sept, A. D., 1923
 at 2 o'clock P. M., Book 439, Page 598
 By Brady Brown Deputy, (Seal) O. G. Weaver County Clerk