

Overbay Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D. H. Northrup & wife Bertha Northrup
 a Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to W. M. Fewel
 of part X of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot 4, in Block 3, in Sunset Addition
 to the City of Tulsa,

TRUSTEES' ENDORSEMENT
 I hereby certify that I received 728
11511 dollars in payment of mortgage
 taken on within mortgage.
 Dated this 13 day of Sept. 1923
B. Guinn

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 Eighteen Hundred (\$1800.00) 00/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthlyxxxx from date
 according to the terms of 30 certain promissory note described as follows, to-wit:

All are dated Sept. 13, 1923 & note No-1 is due October 15th,
 1923 & one note becomes payable on the fifteenth of each
 successive month with interest on all the amount remaining unpaid;
 This is a second mortgage & is given as part payment on the pur-
 chase price of said above property.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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. & the place shall be kept insured for not less
 than \$2000.00.

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 ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of ten per cent on amount unpaid & \$25. DOLLARS
 which this mortgage also secures.

Part ies of 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 13th day of September, 1923

D. H. Northrup SEAL
Bertha Northrup SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:
 Before me, Sept. 23, a Notary Public in and for said County and State on this 13
 day of Sept., 1923, personally appeared D. H. Northrup and wife Bertha
Northrup,

xxxx
 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 hand and official seal the day and year last above written.
 My commission expires June 18, 1927 (SEAL) Nettie J. Powell, Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of Sept. A. D., 1923
 at 3:50 o'clock P. M. Book 439, Page 605
 By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk