

#239979 NS

(Overbay Bros., Binders)

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D. H. Northrup & wife Bertha Northrup
 a Tulsa, County, Oklahoma, part ies of the first part, la. ve
 mortgaged and hereby mortgage to W. M. Fewel
 of part Y 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 Add. to
 City of Tulsa,

11511

908

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Sept.

3

B. Quinn

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 Fifteen Hundred (\$1500.00) 00/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note ----- described as follows, to-wit:

Of even date herewith & due in three years & is given
 as a part of the purchase price of the above described
 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 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 ies 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 & \$25.00 ----- 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, -----, a Notary Public in and for said County and State on this 13th
 day of September, 1923, personally appeared D. H. Northrup and his wife, Bertha Northrup

XXXX
 to me known to be the identical person A 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 606
 By Brady Brown ----- Deputy. (SEAL) O. G. Weaver ----- County Clerk