

Overby Bros., Binders

232542 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Albert Reynolds, and Ollie Reynolds, husband and wife,
 of Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to W. H. Parmele of Tulsa County,
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of lots numbered Three (3) and Four (4) in Block Thirty
 Eight (38) West Tulsa Addition to Tulsa, Okla. Now apart of
 the city of Tulsa, according to the recorded plat thereof.

Note. This mortgage is in the sum of \$597.00 payable at the
 rate of \$30.00 per month, without interest. First of said payment shall
 become due and payable on or before the 10th day of Oct. 1923, and one
 payment in the like sum and amount shall become due and payable on or
 before the 10th day of each and every month thereafter, consecutively
 until the full amount of the said balance is paid.

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 Five Hundred Ninty Seven (\$597.00) DOLLARS,
 with interest thereon at the rate of no per cent, per annum, payable no interest annually from -----
 according to the terms of One certain promissory note described as follows, to-wit: bearing even date
 herewith and given as evidence of the within indebtedness.

RECEIVED AND FORWARDED
 I hereby certify that I received \$ 124 and issued
 Receipt No. 9926 in payment of mortgage
 tax on the within mortgage
 Dated this 7 day of June 1923.
W. H. Parmele, County Treasurer
A. J. Deputy

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

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 entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part V 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 10% DOLLARS
 which this mortgage also secures.

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

Dated this 7th day of February, 1923

Albert Reynolds SEAL
Ollie Reinold SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 8
 day of Feb., 1923, personally appeared

Albert Reynolds
 and Ollie Reynolds
 to me known to be the identical person S 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 July 24, 1926. (Seal) J. T. Chamblee, Notary Public

I hereby certify that this instrument was filed for record in my office on 6 day of June, A. D., 1923
 at 10:00 o'clock A. M. Book 439, Page 61
 By Brady Brown Deputy. (Seal) O. G. Weaver, County Clerk