

Overby Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. S. Rogers, a single man,
a Tulsa of Tulsa County, Oklahoma, part Y of the first part, ha
mortgaged and hereby mortgage to W. J. Carl part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The South Forty-five feet (S 45') of Lot nine (9)
Block One (1) Elmwood Addition to the City of Tulsa,
Oklahoma, according to the recorded plat thereof.

11523
14 Sept 3
A. 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 Thirty One Hundred Twenty Six & 75/100
(\$3126.75) DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~xxxxxx~~ from
according to the terms of 102 certain promissory note A described as follows, to-wit:

One note for \$87.00 due 30 days from date, One Hundred notes
for \$30.00 each due each month thereafter until the last
note which is \$39.75.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby
covenants and agrees 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 Y shall be entitled to the immediate pos-
session 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 es 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, 19 23.

M. S. Rogers, SEAL
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, 19 23 personally appeared M. S. Rogers, a single man.

~~XXXX~~
to me known to be the identical person his 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 6-10-24 (SEAL) Lois L. Gilleapie, Notary Public

I hereby certify that this instrument was filed for record in my office on 14 day of Sept. A. D., 19 23
at 3:45 o'clock P. M. Book 439, Page 610
By Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk