

Overlay Brown, Under

232568 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We Mary Setchell and G. T. Setchell (husband and wife) of Tulsa County, Oklahoma, part 1es of the first part, ha ve mortgaged and hereby mortgage to Leah W. Coffey part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13) in Block Three of the Investors Addition to the city of Tulsa, Oklahoma according to the recorded plat thereof.

I hereby certify that I received \$ 208 and issued Trust No. 4424 for the payment of the principal and interest on the within mortgage.  
Dated this 7 day of June 1923  
A. G. County Treasurer

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 (\$225.00)  
Two Hundred Twenty five & No/100 DOLLARS,  
with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from with interest from date of  
notes (November 13th, 1922) according to the terms of 23 certain promissory note S described as follows, to-wit:

23 notes all dated November 13th, 1922 of which 22 are for \$10.00 and one for \$5.00, said notes are payable in monthly installments of thirty days each, the first being due December 13th, 1922, for \$10.00 with interest at 8% per annum, and \$10.00 per month on the 13th day of each and every month thereafter until the total principal sum of \$225.00 shall have been fully paid.

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.

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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party V shall be entitled to the immediate possession 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 \$25.00 DOLLARS which this mortgage also secures.

Part V 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 November, 19 22

Mary Setchell SEAL  
G. T. Setchell SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -, a Notary Public in and for said County and State on this 30th day of December, 19 22, personally appeared Mary Setchell and G. T. Setchell (husband and wife)

and - 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 hand and official seal the day and year last above written.  
My commission expires October 9th, 1923. (Seal) Benedict J. Skalicky, Notary Public

I hereby certify that this instrument was filed for record in my office on 6 day of June A. D. 19 23 at 2:00 o'clock P. M. Book 439, Page 67  
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk