

Overbay Bros., Binders

232573 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harry Montague and Lura Montague, (husband and wife)
 of Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to Chas. K. Warren
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Eight (8) in Block Two (2) of Lloyd Addition to the city
 of Tulsa, County of Tulsa, State of Oklahoma, as per the
 duly recorded plat thereof,

This mortgage is given subject to a first mortgage, in favor
 of Home Savings & Loan Association of Bartlesville, Oklahoma,
 L. N. Lwing Company, Tulsa, Agents, being at this date in the
 sum of \$2615.76, payable in monthly installments of \$42.12

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
Twenty two hundred seventy nine and 24/100 (\$2279.24) DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi annually from date hereof,
 according to the terms of one certain promissory note described as follows, to-wit:

Tulsa, Oklahoma May 31st, 1923, For value received, I, we, or either of us
 promise to pay to the order of Chas. K. Warren, the sum of Twenty two hundred
 seventy nine and 24/100 Dollars, (\$2279.24), in installments of Twenty five
 dollars, (\$25.00) per month; said installments to be paid on or before the
 first day of each and every month hereafter beginning the first day of July
 1923. Deferred payments to bear interest at the rate of 8 per cent per annum
 from date hereof, until paid; interest payable semi-annually. If any of said
 installments become delinquent for 60 days, the entire unpaid balance shall
 at once become due and payable at option of the holder. Negotiable and payable
 at the Exchange Trust Company. This note is secured by second mortgage on lot
 (8) Block (2) Lloyd Addition to Tulsa, Oklahoma,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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, 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 party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a
ten per cent of face of mortgage reasonable attorney's fee of one 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 31st day of May, 1923

Harry Montague

SEAL

Lura Montague

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W. T. Freeman, a Notary Public in and for said County and State on this 31st
 day of May, 1923, personally appeared

Harry Montague
 and Lura Montague, (his wife)
 to me known to be the identical persons 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 January 10, 1927. (Seal) W. T. Freeman Notary Public

I hereby certify that this instrument was filed for record in my office on 6 day of June, A. D., 1923
 at 2:20 o'clock P. M. Book 439, Page 68
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk