

Overbay, Bro., Binders

252741 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ora U. Williams and Nellie E. Williams, his wife  
of Tulsa County, Oklahoma, part ies of the first part, ha ve  
mortgaged and hereby mortgage to Callie Totten  
of part 7 of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7); in Block Three (3) in Ridgedale Terrace  
Second Addition to the city of Tulsa, Oklahoma,

TRUSTEES' ENDORSEMENT  
I hereby certify that I received \$ 132 and issued  
Receipt No. 9978 therefor in payment of mortgage  
on the within mortgage.  
Dated this 9 day of 6 1923  
WAYNE E. DICKEY, County Treasurer  
P.S.B.  
Deputy

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-two and 50/100 DOLLARS,  
with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from May 28th, 1923  
according to the terms of thirty-six certain promissory note 8 described as follows, to-wit:

Thirty six notes dated May 28th, 1923, numbered consecutively  
from 1 to 36 inclusive, Note No. 1 being due and payable June  
28th, 1923, and each following numbered note being due and pay-  
able on the 28th, of each consecutive month; each of these  
notes are for the sum of Twenty Dollars with interest at 8% payable  
semi-annually. And one numbered 36 being a maturity note for the  
balance due in the sum of Fifteen hundred Seventy-two and 50/100  
Dollars due and payable May 28th, 1926 with interest at the rate  
of 8% payable semi-annually.

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 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 shall be entitled to the immediate pos-  
session of the premises and all the rents and profits thereof. It is further agreed that parties of the first part  
are to carry insurance to protect this mortgage with assignment clause in policy.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ies will pay a  
reasonable attorney's fee of Two Hundred and No/100 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 28th day of May, 19 23

Ora U. Williams  
SEAL  
Nellie E. Williams  
SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May 23, 19 23, a Notary Public in and for said County and State on this 28th  
day of May, personally appeared

Ora U. Williams  
and Nellie E. Williams, his wife  
to me known to be the identical person 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 Jan. 16, 1927. (Seal) J. O. Dikis Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of June A. D. 19 23  
at 10:00 o'clock A. M. Book 439, Page 85  
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk