

Overbay Bros. Binders

232803 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D. G. Elliott and Nellie G. Elliott his wife  
of Tulsa County, Oklahoma, part V of the first part, haS  
mortgaged and hereby mortgage to Jessie Gilbert  
of part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot 14, Block 2, Bullett Addition to the city of  
Tulsa, Tulsa County, State of Oklahoma.

This is not my homestead and never used as such.

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  
One Thousand Three Hundred and Twelve 50/100 DOLLARS,  
with interest thereon at the rate of 8 per cent, per annum, payable --- annually from maturity  
according to the terms of 50 certain promissory note S described as follows, to-wit:

Fifty notes dated March 27th, for \$26.25 each and  
payment of first note due May 1, 1923, and the others  
are due every thirty days thereafter, until all are  
paid together with Attorney fees.

104  
1960  
June 1923  
County Treasurer  
A. J.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V 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 V 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 ---, that in the event action is brought to foreclose this mortgage, --- will pay a  
reasonable attorney's fee of --- DOLLARS  
which this mortgage also secures.

Part V 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 27th day of March, 1923

D. G. Elliott

SEAL

Nellie G. Elliott

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me March 23, 1923, a Notary Public in and for said County and State on this 27th  
day of March, 1923, personally appeared

D. G. Elliott

and Nellie G. Elliott

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 Nov. 18, 1925 (Seal)

W. L. Webb,

Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of June, A. D., 1923  
at 3:45 o'clock P. M. Book 430, Page 95

By Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk