

#242504 NS

REAL ESTATE MORTGAGE

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

Lot Five (5) and the North half (N $\frac{1}{2}$) of the South
 West Quarter (SW $\frac{1}{4}$) of the North-west Quarter (NW $\frac{1}{4}$)
 of Section Four (4) Township Nineteen (19) North,
 Range Thirteen (13) East, of the Indian Base and
 Meridian Tulsa County, Oklahoma, according to the
 United States Survey thereof.

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 Ten Thousand (\$10,000.00) -----
 ----- DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable Semi- annually from Date
 according to the terms of One certain promissory note ----- described as follows, to-wit:

Dated September 14, 1923; and payable on demand.

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 19 Oct 3
 S.B.

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

Said part Y of the first part hereby agrees ----- that in the event action is brought to foreclose this mortgage, ----- will pay a
 reasonable attorney's fee of One Hundred (\$100.00) ----- 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 14th day of September, 1923

C. H. Overton SEAL
 ----- SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:.

Before me, ----- a Notary Public in and for said County and State, on this 14th
 day of September, 1923, personally appeared C.H. Overton, a single man,

and -----
 to me known to be the identical person ----- 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 March 28, 1927. (SEAL) G.W. Nesmith, Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of Oct., A. D., 1923
 at 2:45 o'clock P. M.
 By Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk.