

#245569 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. F. Reese and May Reese,  
 of Tulsa, County, Oklahoma, parties of the first part, has  
 mortgaged and hereby mortgages to O. W. Payne  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Five (5) Block Eight (8) Maryland  
 Gardens Addition to Tulsa, Tulsa Co., Okla.;  
 according to the recorded plat thereof.

TREASURER'S RECEIPT  
 I hereby certify that I have received of parties of the first part  
 Receipt No. 12773 for in payment of tax on the value of land  
 Dated this 5 day of Dec 1923  
W. W. Stacey County Treasurer  
W. 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 Two Hundred Forty and No/100 -----  
 ----- DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable ----- annually from Mtg.

according to the terms of 8 certain promissory notes described as follows, to-wit:

DATED Nov. 26, 1923, Amount of each note in \$30.00,  
 first note due July 26, 1924 and one each month there-  
 after until all 8 notes are paid in full.

Signed E. F. Reese  
 May Reese,

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

Said parties of the first part hereby agrees that in the event action is brought to foreclose this mortgages will pay a  
 reasonable attorney's fee of Fifty and no/100 ----- DOLLARS,  
 which this mortgage also secures.

Parties of the first part, for said consideration, does hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 26th day of November, 1923

E. F. Reese SEAL

May Reese, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 26th  
 day of Nov., 1923, personally appeared E. F. Reese and May Reese,

and -----  
 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 April 7, 1925. (SEAL) Geo. G. Rhynes Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Nov. A. D. 1923

at 1 o'clock P. M.  
Brady Brown Deputy (SEAL) O. G. Weaver, County Clerk.