

#249018 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W.S. Fly and Florence Fly, his wife,
a Tulsa, Oklahoma, County, Oklahoma, part 108 the first part, ha VE
mortgaged and hereby mortgage to Percy Fly
of part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Block Two (2) in Kirkpatrick
Heights Addition to the City of Tulsa, Oklahoma,
according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 660 and issued
Receipt 13334 for or in payment of mortgage
to 16 Jan. 1924
J.B.

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 Hundred Eighty & No/100 - - - - -
- - - - - DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~XXXX~~ from date

according to the terms of one certain promissory note described as follows, to-wit:

One certain installment promissory note in the amount
of \$1080.00 dated January 14th, 1925, payable in in-
stallments on \$30.00 per month. The first payment being
due and payable one month after date and one payment being
due and payable on the 14th day of each and every month
thereafter untill all have been paid in full together with
interest at the rate of 8% per annum payable monthly on such
sums as remain from time to time unpaid.

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 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 part V shall be entitled to the immediate possession of
the premises and all 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
reasonable attorney's fee of Ten dollars & 10% DOLLARS,
which this mortgage also secures.

Part 108 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 14th day of January, 192 4

W.S. Fly SEAL

Florence Fly 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 January, 192 4, personally appeared W.S. Fly and Florence Fly his wife,

and to me known to be the identical person S 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 Feb. 4th, 1925. (SEAL) Notary Public.
(Seal shows Lewis G. Melone)

I hereby certify that this instrument was filed for record in my office on 15 day of Jany. A. D. 192 4
at 3; o'clock P. M.

By Brady Brown Deputy, (SEAL) O.G. Weaver, County Clerk.