

#223231 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R.B. Warren and Victoria Warren, his wife,

of Tulsa, County, Oklahoma, part 1st of the first part, ha. V.C

mortgaged and hereby mortgage to James Lyon Gartner

of Tulsa, County, Oklahoma, part 1st of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

An undivided one quarter interest in certain lands in the City of Tulsa, Tulsa County, Oklahoma, being part of lot One (1) and Two (2), of Block One Hundred Eighteen (118) of the original town now City of Tulsa, Oklahoma, described as follows;

Beginning at a point in Lot Two (2) of Block One Hundred eighteen (118), of the original town now City of Tulsa, Oklahoma, Fifty-six (56) feet and nine (9) inches southerly from the North line of Lot Two (2), and forty (40) feet easterly from the alley line of said lots One (1) and Two (2); thence in a northerly direction on a line parallel with said alley line to a point in the north line of said Lot One (1); thence easterly along the North line of Lot One (1); twenty-five (25) feet; thence southerly on a line parallel with the alley line of Lots One (1) and Two (2) to a point fifty-six (56) feet and nine (9) ***

This mortgage is given to secure the principal sum of

Five Thousand and no/100 (\$5,000.00) DOLLARS

with interest thereon at the rate of 7 per cent, per annum, payable annually from

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

Ten notes of even date herewith for \$500.00 each, the first note payable March 1st, 1924, and the other notes payable at intervals of one year each, each note bearing interest at the rate of seven (7) per cent per annum, payable annually, with the right to pay \$250.00 or any multiple thereof at any interest paying period.

*** inches southerly from the north line of Lot Two (2); thence easterly in a straight line twenty-five feet to a place of beginning.

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.

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 parties 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, they will pay a reasonable attorney's fee of DOLLARS, which this mortgage also secures.

Parties 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 1st day of March, 1923

R.B. Warren, SEAL

Victoria Warren, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 1st

day of March, 1923, personally appeared R.B. Warren,

and Victoria Warren,

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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 3/11/25 (SEAL) E. Lamoine Morse, Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of March, A. D., 1923.

at 4:00 o'clock P.M. Book 402, Page 582

(SEAL)

By Brady Brown, Deputy, O.G. Weaver, County Clerk.