

COMPARED

226832 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Forrest Franklin Ballingera of Bristow, Creek County, Oklahoma, part V of the first part, ha^smortgaged and hereby mortgage to John H. Crites and Carrie Critesof part ies of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lots numbered One (1), Two (2) and Three, in Block Number Three (3) in Adams Addition to the city of Tulsa, according to the recorded plat 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 Twelve Hundred and no/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from dateaccording to the terms of 24 certain promissory note S described as follows, to-wit:

Twenty four notes dated April 4th, 1923 for Fifty Dollars each, first note due May 4th, 1923, and the others on the 4th day of each month there-after until all are paid.

evidence of the within indebtedness.

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

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of One hundred twenty and no/100 DOLLARS, which this mortgage also secures.

Part V 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 4th day of April, 19 23.Forrest Franklin Ballinger

SEAL.

SEAL.

STATE OF OKLAHOMA, County of Creek, ss:Before me, , a Notary Public in and for said County and State, on this 4thday of April, 19 23, personally appearedForrest Franklin Ballinger, 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 histhe same as 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 Dec. 8-1924. (Seal) John R. Miller, Notary Public.I hereby certify that this instrument was filed for record in my office on 6 day of April A. D., 19 23at 8:30 o'clock A. M. Book 439, Page 252By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.