

226987 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Fred E. Bossard and Estella T. Bossard, his wife, John S. Davenport and Virginia M. Davenport, his wife, Chas. E. Buchner and Irene Buchner, his wife and William W. Higgins and Katie Gibbs Higgins, County, Oklahoma, part of the first part, have

his wife, of Tulsa mortgaged and hereby mortgage to J. R. Love

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

North Half (1/2) of lot Seven (7) in Block Six (6) of the Pleasant View Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

#1. State of Missouri, City of St. Louis,)ss.

Before me, the undersigned, a Notary Public in and for the said City and State, on this 30th day of March, A.D. 1923, personally appeared P. Kerr Higgins, personally known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as their attorney-in-fact and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of William W. Higgins and Katie Gibbs Higgins, his wife, for the uses and purposes therein set forth.

Witness my hand and official seal this day and year last above written.

My commission expires September 18, 1923. (Seal) A. C. Hoffmeister, Notary Public.

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 date

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

note for \$1200.00 dated Mch. 24th, 1922, to J. R. Love, due in two years from date, payable at the office of Davenport, Ratcliffe & Bethell, Tulsa, with interest at 8 per cent from date.

evidence of the within indebtedness.

RECORDED AND INDEXED
I hereby certify that I received \$48
Receipt No. 8747 therefor in payment
tax on the within mortgage.
Paid this 9th day of April 1923
A. J.

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 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 Twenty-five and No/100 DOLLARS, which this mortgage also secures, and ten per cent of the amount remaining unpaid.

Part 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 24th day of March, 1923.

Chas. E. Buchner
Irene Buchner
Fred E. Bossard
Estella T. Bossard

Virginia M. Davenport
John S. Davenport SEAL
William W. Higgins
Katie Gibbs Higgins SEAL
By Kerr Higgins, Atty. in fact.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 24th day of March, 1923, personally appeared Fred E. Bossard and Estella T. Bossard, his wife, John S. Davenport and Virginia M. Davenport, his wife, Chas. E. Buchner and Irene Buchner, his wife, and

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 May 11th, 1926. (Seal) Marie B. Kneidl, Notary Public.

#1.

I hereby certify that this instrument was filed for record in my office on 7 day of April, A.D. 1923

at 3:00 o'clock P. M. Book 439, Page 266

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