

228464 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Paul H. Ramsey and Alma Ramsey, his wife of Tulsa

a of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to A. I. Martin

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

All of Lot Number Nine (9) in Block Two (2) in Woodward Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

This mortgage is subject to a first mortgage now a lien hereon in favor of Gum Brothers in the sum of \$4000.00; and also to a second mortgage now a lien hereon in favor of Gum Brothers in the sum of \$200.00.

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

Three Thousand Eight Hundred and Ninety (\$3890.00) and No/100 DOLLARS,

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

according to the terms of 59 certain promissory note described as follows, to-wit:

38 promissory notes of even date hereof each in the sum of \$100.00 Dollars, each note bearing interest at the rate of 8 percent per annum from date payable monthly, first note due and payable upon the 14th day of May 1923 and one note due and payable thereafter upon the 14th day of each and every month until all of said notes are paid, and one note in the sum of Ninety (\$90.00) Dollars due and payable upon the 14th day of July 1926, bearing interest at the rate of 8 percent per annum from date payable monthly. Said notes executed by first parties in favor of second party. Interest to be payable monthly to second party upon the unpaid balance.

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 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, will pay a reasonable attorney's fee of Three Hundred and Fifty and No/100 DOLLARS, which this mortgage also secure.

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 21st day of April A.D. 1923

Paul H. Ramsey SEAL

Alma Ramsey SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this April A.D. 1923, personally appeared

Paul H. Ramsey

and Alma Ramsey, his wife

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 10/30/24 (Seal) Sara F. Marriott, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of April A.D. 1923 at 4:30 o'clock P. M. Book 439, Page 368

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