

The News Dispatch Printing & Audit Co., Muskogee, Okla.  
229110 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Marion R. Porter and Hollis P. Porter, her husband,  
of Tulsa, Tulsa County

a \_\_\_\_\_ of \_\_\_\_\_ County, Oklahoma, part <sup>ies</sup> of the first part, have  
mortgaged and hereby mortgage to Lee E. Ballard and Anna Ballard  
of \_\_\_\_\_ part <sup>ies</sup> of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lots Eleven (11) and Twelve (12), in Block Four (4), in  
Burnett Addition to the city of Tulsa, Oklahoma, accord-  
ing to the Recorded Plat thereof.

229110 C.M.J. 2200 4.00 and 3.00  
for the purpose of securing the payment of the mortgage  
on the above described premises.

May 3  
WAYNE L. BROWN, J. C. BROWN  
P. S. 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 \_\_\_\_\_

Four Thousand 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:

\$4000.00 -Copy- Tulsa, Oklahoma, May 1, 1923.  
For value received, I, we, or either of us promise to pay to the order of Lee E. Ballard  
and Anna Ballard the sum of Four Thousand and no/100 Dollars (\$4000.00) in installments of  
One Hundred Dollars (\$100.00) every three months said installments beginning the 1st day  
of August 1923. Deferred payments to bear interest at the rate of 8 per cent per annum  
from date until paid; interest payable semi-annually. If any of said installments become  
delinquent for 60 days the entire unpaid balance shall at once become due and payable at  
option of the holder. Negotiable and payable at the Central National Bank, Tulsa, Okla. This  
note is secured by mortgage on Lots 11 & 12, Block 4 in Burnett Addition to Tulsa, Oklahoma.  
The makers and endorers hereby severally waive presentment for payment, notice of non-  
payment, protest and notice of protest and agree that extensions of time for payment may  
be granted by the holders hereof without notice. In case of legal proceedings to collect  
this note, or in case this note is handed to an attorney for collection, I, we, or either  
of us, agree to pay ten per cent of the total amount herein, additional as attorney's fees.  
Maker shall have the right to pay any multiple of the installment at any installment pay-  
ment date.  
(Signed) Marion R. Porter  
(Signed) Hollis P. Porter

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

Said part <sup>ies</sup> 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 per cent of total amount due \_\_\_\_\_ DOLLARS,  
which this mortgage also secures.

Part <sup>ies</sup> 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 May, 1923

Marion R. Porter

SEAL

Hollis P. Porter

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 May, 1923, personally appeared \_\_\_\_\_

Marion R. Porter

and Hollis P. Porter, her husband

to me known to be the identical person <sup>s</sup> 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 February 2, 1925. (Seal) Mabel I. Young, Notary Public.

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

at 2:00 o'clock P. M. Book 439, Page 418

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