

## MORTGAGE RECORD NO. 439

COMPARED

47

224202 C.I.J.

**REAL ESTATE MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, That... Milton Roe Sabin and Bertha Florence Sabin, his wife,

a \_\_\_\_\_ of Tulsa County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to Security National Bank of Tulsa,

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

Lot Eleven (11) in Block Five (5), Sunset Park Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

FILED  
MAR 13 1901  
CLERK OF DISTRICT COURT

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8212  
E-101  
MARCH 13 1901  
VALLIE E. DUNN, County Treasurer

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.

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

DOLLARS.

eight

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

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

Dated at Tulsa, Oklahoma, August 15th, 1932, for Five Thousand (\$5,000.00) Dollars, to run for sixty (60) days with interest at the rate of eight (8) per cent. payable to the Security National Bank of Tulsa, Oklahoma, and signed by Milton Roe Sabin and Bertha Florence Sabin, his wife

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 part. V. 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 Ten (10%) per cent of amount due and \$15.00 DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of August, 1922

Milton Roe Sabin

Bertha Florence Sabin

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 15th  
day of August, 1922, personally appeared \_\_\_\_\_

Milton Roe Sabin and Bertha Florence Sabin, his wife

and

to me known to be the identical person S 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 March 17, 1926. (Seal) D. Ed. Chase, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of March, A. D., 1923.

at 2:30 o'clock P. M. Book 439, Page 47

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