

COMPARED

MORTGAGE RECORD NO. 439

230276 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T. B. Camblin and Ella A. Camblin, his wife,

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, have mortgaged and hereby mortgage to Alfred B. Ippert

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

Lot Five (5) in Block Two (2) of the Powder and Pomeroy Second Addition to the city of Tulsa, Oklahoma.

In consideration of B. G. Goble endorsing the note, the mortgagee hereby agrees to assign said note and this mortgage to said B. G. Goble upon failure of mortgagor to pay note when due.

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 _____

Twenty-five 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:

one note for \$2500.00 dated May 10th, 1923 and due in three years to Alfred B. Ippert

evidence of the within indebtedness.

9447 1.50
MAY 12 1923
A. G.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ^{ies} 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 ^{ies} 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 and ten per cent of the amount _____ DOLLARS, which this mortgage also secures, _____ remaining unpaid.

Part _____ 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 10th day of May, 1923.

T. B. Camblin

SEAL

Ella A. Camblin

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 10th day of May, 1923, personally appeared _____

T. B. Camblin and Ella A. Camblin, 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 March 8, 1924. (Seal) J. V. Whitney, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of May, 1923 at 4:00 o'clock P. M. Book 439, Page 522

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