

#231651 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. G. Guthrie and Blanche B. Guthrie; husband and wife, of Tulsa, Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Arthur Ries of Tulsa, Tulsa, County, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty (20) in Block Three (3) Ohio Place Addition to the City of Tulsa, according to the recorded plat thereof;

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W. L. BROWN, County Treasurer
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 Seventeen Hundred and no/100 DOLLARS,

with interest thereon at the rate of 8 per cent. per annum, payable monthly annually from date, according to the terms of 36 certain promissory notes described as follows, to-wit:

Thirty five (35) notes for thirty dollars (\$30.00) each; payable one to thirty-five months after date, with interest at 8% per annum payable monthly on the unpaid balance and one (1) note for Six Hundred Fifty Dollars (\$650.00) payable thirty-six (36) months after date; all of said notes being dated May 12, 1923.

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 party 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 One hundred and seventy DOLLARS, which this mortgage also secures.

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 12th day of May, 1923

G.G. Guthrie SEAL

Mrs. Blanche B. Guthrie SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 12th day of May, 1923, personally appeared G.G. Guthrie and Blanche B. Guthrie

to me known to be the identical persons 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 Nov. 29, 1924. (SEAL) Leslie E. Brooks, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of May, A. D., 1923

at 10: A. M. Book 439, Page 533

By Brady Brown Deputy, O.G. Weaver, County Clerk.

(SEAL)