

224473 C.F.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Vada Pointer and Charles C. Pointer, her husband,

a of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Thomas P. Melvin and J. H. Boyle, of parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty (20) in Block Two (2), Sunset View Addition to the city of Tulsa, Oklahoma, according to the recorded plat of said addition.

8251  
March 14, 1923  
WILLIAM L. BAKER, County Clerk

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

Eleven Hundred Twenty Five xx/100

eight

DOLLARS,

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

according to the term of three certain promissory note described as follows, to-wit:

One (1) note for the sum of \$375.00 due on or before six (6) months from date;  
one (1) note for the sum of \$375.00 due on or before twelve (12) months from date hereof;  
one (1) note for the sum of \$375.00 due on or before eighteen (18) months from date hereof;  
all of said notes being signed by Vada Pointer and Charles C. Pointer, payable to the order of Thomas P. Melvin and J. H. Boyle.

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, they will pay a reasonable attorney's fee as provided in aforesaid notes. 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 twelfth day of March, 1923

Vada Pointer SEAL

Charles C. Pointer SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this twelfth day of March, 1923, personally appeared

Vada Pointer and Charles C. Pointer, her husband,

and 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. 1, 1925. (Seal) Dove Gosney, Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of March, A. D., 1923

at 4:00 o'clock P. M. Book 439, Page 73

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