

224478 C.M.T.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. C. Ritts and Gladys C. Ritts, his wife

a _____ of Tulsa County, Oklahoma, part ¹²⁸ of the first part, have mortgaged and hereby mortgage to Thos. F. 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:

Lots Fourteen (14), Fifteen (15) and Sixteen (16) Block Two (2), Sunset View Addition to the city of Tulsa, Oklahoma according to the recorded plat thereof.

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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 _____

Three Thousand Four Hundred Eighty-seven and 50/100

DOLLARS.

eight

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

according to the terms of three certain promissory notes described as follows, to-wit:

One note for \$1162.50 due on or before six months from date hereof;
 One note for \$1162.50 due on or before twelve months from date hereof.
 One note for \$1162.50 due on or before eighteen months from date hereof.
 All of said notes signed by L. C. Ritts and Gladys C. Ritts, payable to the order of Thos. F. Melvin and J. H. Boyle.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ¹²⁸ 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 ¹²⁸ shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ¹²⁸ 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 as provided in said notes _____ DOLLARS, which this mortgage also agrees.

Part ¹²⁸ 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 5th day of March, 1926

L. C. Ritts

SEAL

Gladys C. Ritts

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 March, 1926, personally appeared L. C. Ritts and Gladys C. Ritts, 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 11, 1926. (Seal) W. L. Hineman, Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of March, A. D., 1926

at 4:00 o'clock P. M. Book 433, Page 78
 By Brady Brown, (Seal) O. G. Weaver, County Clerk.