

256597 - BH

## REAL ESTATE MORTGAGE.

This indenture, made this 26th day of December, 1923, A.D. between Opal S. Parker and Chas. B. Parker, of Tulsa County in the State of Oklahoma, of the first part, and Ross A. Rayburn, of Tulsa, Tulsa County, Oklahoma, of the second part.

Witnesseth, the said parties of the first part, in consideration of the sum of two thousand five hundred (\$2,500.00) dollars, the receipt whereof is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all the following described real estate, situated in the County of Tulsa, and State of Oklahoma, to-wit :

Lot seven (7) in Block eighteen (18) in original  
townsite of the town now city of Sand Springs,

To have and to hold the same, unto the said party of the second part, his heirs and assigns, together with all and singular the tenements, belonging or in anywise appertaining, forever.

Provided, always, and these presents are upon this express condition, that whereas said Opal S. Parker and Chas. B. Parker, has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

One note dated 12/26/1923, due 12/25/1924, interest at 8% per annum  
from date until paid, interest payable annually,

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, his heirs and assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. And said mortgagors agree that they will, until said debt is paid, keep said premises insured to the amount of \$4500.00 dollars for the benefit of the holder of this mortgage in an insurance company acceptable to the mortgagee. If said sum or sums of money, mentioned herein, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes, and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. And the mortgagors agree that if suit is brought to foreclose this mortgage they will pay a reasonable attorney's fee of - as provided in note - dollars to the plaintiff's attorney in such action, which fee this mortgage also secures.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Opal S. Parker,  
Chas. B. Parker.

State of Oklahoma, Tulsa County, SS

Before me, the undersigned, a Notary Public, in and for said county and state, on this 26th day of December, 1923, A.D., personally appeared Opal S. Parker and Chas. B. Parker, 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.

(SEAL) O. H. Stewart, Notary Public.

My commission expires 4/24/1927.