Overbay Bros., Finders

233513 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Orville Rambo, Guardian of Forest Rambo, Incompetent a ____ of Tulsa County, Oklahoma, party Y of the first part, has mortgaged and hereby mortgage to Newbarn Rambo of ____ party Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Forty (40) feet of the North Seventy-five (75) feet of Lot Three (3) in Block Forty-seven (47) original Town of Tulsa Oklahoma, City of Tulsa, Tulsa County, Oklahoma.

(This Mortgage made in pursuance to an order of the County Court made on the 18th day of June 1923, allowing Guardian herein named to make said mortgage as Petitioned by the Guardian;)

I hereby certify that I received $ 24⁴ and issued Receipt No. 10134 therefor in payment of mortgage tax. Dated 19 6 1923. Q.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 Five Hundred Ninety and 00/100 DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date according to the terms of 1 certain promissory note described as follows, to-wit:

1 note for the sum of Five hundred ninety dollars dated June 18th, 1923 due June 18th, 1925.

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

Said party Y 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 $25.00 DOLLARS which this mortgage also secures.

Party Y of the first part, for said consideration, do es hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 18th day of June, 19 23.

Orville Rambo SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State on this 18th day of June, 19 23 personally appeared Orville Rambo, Guardian of Forest Rambo, Incompetent and ____ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 May 21, 1927. (Seal) Dorothy Edgar, Notary Public

I hereby certify that this instrument was filed for record in my office on 18 day of June A. D., 19 23 at 11:45 o'clock A. M. Book 439, Page 133

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