

234116 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Fred B. Sims and Edna C. Sims (husband and wife)
 of Tulsa County, Oklahoma, part^{ies} of the first part, have
 mortgaged and hereby mortgage to Chas. K. Warren and W. T. Freeman,
 of Tulsa County, Oklahoma, part^{ies} of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Seventeen (17) Block Six (6) Pilcher Summit Addition to Tulsa, Oklahoma,
 according to the recorded plat survey thereof.

This mortgage is given subject to a first mortgage favor of Tulsa Building &
 Loan Association, in the sum of \$2000.00 payable in monthly installments of
 \$29.20, and of which mortgage three payments have been made, leaving a balance
 to assume of \$1912.40. Next payment due July 15th, 1923; Also subject to a
 mortgage of \$910.00 favor of Dan Pilcher, payable in monthly installments of
 \$20.00; next payment due July 1st, 1923.

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
Six Hundred Seventy two and 60/100 DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable monthly from date hereof,
 according to the terms of one certain promissory note described as follows, to-wit:

Tulsa, Oklahoma, June 25th, 1923. for value received I, we, or either of us
 promise to pay to the order of Chas. K. Warren & W. T. Freeman, the sum of
 Six Hundred Seventy two and 60/100 Dollars, (\$672.60), in installments of
 Ten dollars (\$10.00) per month; said installments to be paid on or before the
 25th day of each and every month hereafter beginning the 25th day of July
 1923. Deferred payments to bear interest at the rate of 8 per cent per annum,
 from this date until paid; interest payable monthly. If any of said installments
 become delinquent for 60 days, the entire unpaid balance shall at once become
 due and payable at option of the holder. Negotiable and payable at the National
 Bank of Commerce, Tulsa, Oklahoma. This note is secured by third mortgage on
 Lot 17 Block 6 Pilcher Summit Addition to Tulsa, Oklahoma.

I hereby certify that this instrument was filed for record in my office on July 1, 1923
 at 1:00 o'clock P.M. Book 439, Page 177
Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part^{ies} 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 Ten per cent of face of mortgage DOLLARS
 which this mortgage also secures.

Part^{ies} 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 25th day of June, 1923

Fred B. Sims SEAL

Edna C. Sims SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 25th, 1923, a Notary Public in and for said County and State on this 25th
 day of June, 1923 personally appeared

Fred B. Sims and Edna C. Sims (husband and wife)
 and

to me known to be the identical person^s 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 July 3, 1924 (Seal) C.V. Baker, Notary Public

I hereby certify that this instrument was filed for record in my office on 25 day of June A. D., 1923
 at 1:00 o'clock P.M. Book 439, Page 177

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