

Overbay Bros., Binders

#231956 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That N.D.Christian and Florence E. Christian, his  
~~xx wife and W.H. Kilbourne, a single man,~~ of Tulsa County, Oklahoma, part ies of the first part, ha  
 mortgaged and hereby mortgage to D.H. Pratt,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Nine (9) in Block One (1) Exposition  
 Heights Addition to the City of Tulsa, Tulsa County,  
 Oklahoma, according to the recorded plat thereof.

TREASURER OF OKLAHOMA  
 I hereby certify that I received \$12 and have  
 Receipt No. 7821 in payment of mortgage  
 tax on the within mortgage.  
 Dated this 1 day of June 1923.  
 WAYNE L. DICKET, County Treasurer  
 O.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 Six Hundred and no/100 DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable annually from Date,  
 according to the terms of Four certain promissory note described as follows, to-wit:

One certain promissory note for \$150.00 due three months from date,  
 hereof, with interest at the rate of eight per cent per annum.  
 One certain promissory note for \$150.00 due six months from date  
 hereof, with interest at the rate of eight per cent per annum.  
 One certain promissory note for \$150.00 due nine months from date  
 hereof, with interest at the rate of eight per cent per annum.  
 One certain promissory note for \$150.00 due twelve months from  
 date hereof, with interest at the rate of eight per cent per annum.

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 upon the 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 parties 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 the amount of this mortgage DOLLARS  
 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 26 day of May, 1923.

N. D. Christian SEAL  
Florence E. Christian,  
W. H. Kilbourne, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May 23, a Notary Public in and for said County and State on this 26  
 day of May, 1923, personally appeared N.D.Christian and Florence E.  
Christian, his wife, and W.H. Kilbourne, a single man,

and they  
 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 Sept. 19th, 1925. (SEAL) Nettie A. Cline Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of May A. D., 1923  
 at 11:10 o'clock A. M. Book 439, Page 18  
 By Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk