

#235356 C.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ola S. Pemberton and Thomas H. Pemberton (her husband) of Tulsa, Oklahoma County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Ethel Dunn and Laura Pearl Dunn single women, parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Eight (8) in Block One (1) in East Highland Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof,

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$249 and issued Receipt No. 102264 therefor in payment of mortgage tax on this within mortgage.

Dated this 16th day of July, 1923  
W. W. Stuckey County Treasurer

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 Two Hundred (\$200.00) and no/100 DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable monthly from date hereof, after October 16th 1929 according to the terms of one certain promissory note described as follows, to-wit:

For value received, I, we, or either of us promise to pay to the order of M. Ethel Dunn and Laura Pearl Dunn, the sum of Two Hundred Dollars, in installments of Twenty five dollars, (\$25.00), said installments to be paid on or before the 16th day of each and every month, beginning the 16th day of October 1929. Deferred payments to bear interest at the rate of 8% per annum from this date until paid; interest payable monthly from date, after October 16th, 1929.

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 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 the second parties shall be entitled to the immediate possession 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, they will pay a reasonable attorney's fee of ten per cent DOLLARS which this mortgage also secures.

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

Dated this 16th day of April, 1923.

Mrs Ola S. Pemberton SEAL

Thomas H. Pemberton SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W. T. Fraeman, a Notary Public in and for said County and State on this sixteenth day of April, 1923, personally appeared Ola S. Pemberton and Thomas H. Pemberton (her husband)

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 Jan. 10th, 1927 (SEAL) W. T. Fraeman Notary Public

I hereby certify that this instrument was filed for record in my office on 10th day of July, A. D., 1923

at 8:30 o'clock A. M. Book 456 Page 271

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