

Overbay Bros., Binders

COMPARED  
#236176 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. J. James and Eleanor B. James, his wife,  
 a Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to W. Warren Ferrell,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The South Thirty Seven and One Half (37 1/2) feet  
 of the North Seventy Five (75) Feet of Lot One (1)  
 Block Two (2) Highlands Addition to the City of Tulsa,  
 County of Tulsa, State of Oklahoma, according to the  
 recorded plat thereof.

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 Thousand Six Hundred Thirty Nine and  
42/100 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from date  
 according to the terms of 48 certain promissory notes 8 described as follows, to-wit:

47 notes numbered one to forty seven, all dated August 1st,  
 1923, in the amount of \$35.58 each; due and payable each  
 and every month from August 1, 1923, with interest at the  
 rate of 8 per centum per annum, payable after maturity.

One note in the amount of \$1650.39 due and payable in forty  
 eight months from date with interest as above mentioned.  
 Said note being of date August 1, 1923.

## TREASURER'S ENFORCEMENT

I hereby certify that I received \$2,222 and issued  
 receipt No. 10720 therefor in payment of mortgage  
 on the within mortgage.

Dated this 22 day of 7, 1923

W. W. Stucky, County Treasurer  
P. B.

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. 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 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 \$200.00 DOLLARS  
 which this mortgage also secures.

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

Dated this 17th day of July, 1923

S. J. James

SEAL

Eleanor B. James,

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, July 17th, a Notary Public in and for said County and State on this 17th  
 day of July, 1923, personally appeared S. J. James and Eleanor B. James,

and they  
 to me known to be the identical person 8 who executed the within and foregoing instrument and acknowledged to me that they  
 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 December 2, 1926. (SEAL) Lula A. Cofer, Notary Public

I hereby certify that this instrument was filed for record in my office on 20 day of July, A. D., 1923  
 at 10:30 o'clock A. M. Book 439, Page 326

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