

#236177 NS

COMPARED

REAL ESTATE MORTGAGE

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

The North Thirty Seven and One Half (37 1/2) 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.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$162 and issued
 Receipt No. 62220 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 20 day of July, 1923
W. W. Stucky, County Treasurer
P. S. B. Deputy

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 Twenty Seven Hundred (\$2700.00) -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from date
 according to the terms of 36 ----- certain promissory note ----- described as follows, to-wit:

Thirty Five Notes in the amount of \$25.00 Each,
 due and payable each and every month from July
 17, 1923, said notes bearing interest at the rate of
 8 per centum per annum, payable monthly on the entire
 unpaid balance. One Note in the amount of \$1875.00
 due and payable in Thirty Six Months from date with
 interest payable as above mentioned.

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 part 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 \$200.00 ----- 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 17th day of July, 1923.

S. B. Durbin SEAL

Margaret J. Durbin, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 17th
 day of July, 1923, personally appeared S.B. Durbin and Margaret J. Durbin,
his wife,

~~xxx~~ -----
 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 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 327
 By Brady Brown Deputy, O.G. Weaver, County Clerk
 (SEAL)