

Overbay Bros., Windsor

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Worney Ponton and Charlotte Ponton, his wife
a _____ of Tulsa County, Oklahoma, part ies of the first part, has
mortgaged and hereby mortgage to Cyrus S. Avery, C.W. Brewer and Alva J. Niles,
of _____ part ies of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) in Block Eleven (11) in Federal Heights
Second Addition to the City of Tulsa, Oklahoma,
according to the recorded plat thereof.

I hereby certify that I received \$ 72 and issued Receipt No. 9858 therefor in payment of mortgage tax on the within mortgage.

Dated this 4 day of June 1923

WAYNE L. DICKEY, County Treasurer

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 Six Hundred and No/100 -----
----- DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable ----- annually from May 26th, 1923.
according to the terms of a certain promissory note ----- described as follows, to-wit:

Note dated May 26, 1923, for \$600.00, due in installments of \$15.00 per month; said installments to be paid on or before the 1st of each month hereafter beginning the 1st day of July, 1923. Deferred Payments to bear interest at the rate of 8% per annum from May 26th, 1923, until paid. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at the option of the holder.

This mortgage is given subject to a first mortgage of \$1000.00 payable to the United Savings & Loan Co. dated May 16th, 1923.

***of this mortgage or the first mortgage above referred to, or the taxes, insurance premiums, or in case of the breach of any covenant herein, or the breach of any covenant in the first mortgage above referred to, contained, then the whole of said principal sum with interest shall be due and payable,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party ^{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** as further expressed, agreed by and between the parties hereto, and if any default be made in the payment of the principal ~~of the mortgage~~ or of the interest ~~thereon~~ ~~or~~ ~~if~~ ~~any~~ ~~default~~ ~~be~~ ~~made~~ ~~in~~ ~~the~~ ~~payment~~ ~~of~~ ~~the~~ ~~principal~~ ~~or~~ ~~of~~ ~~the~~ ~~interest~~ ~~thereon~~ ~~or~~ ~~if~~ ~~any~~ ~~default~~ ~~be~~ ~~made~~ ~~in~~ ~~the~~ ~~payment~~ ~~of~~ ~~the~~ ~~principal~~ ~~or~~ ~~of~~ ~~the~~ ~~interest~~ ~~thereon~~ ~~or~~ ~~if~~ ~~any~~ ~~default~~ ~~be~~ ~~made~~ ~~in~~ ~~the~~ ~~payment~~ 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Said parties of the first part hereby agreed, that in the event action is brought to foreclose this mortgage, _____ will pay a reasonable attorney's fee of Sixty _____ DOLLARS which this mortgage also secures.

Part 188 of the first part, for said consideration, do ----- hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 26th day of May, 1923

Worney Ponton

-SEAL

Charlotte Ponton.

-SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 26th
day of May, 1923, personally appeared Worney Ponton and Charlotte Ponton, his
wife.

to me known to be the identical person E 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 March 27, 1924. (SEAL) Leone Patton, Notary Public

I hereby certify that this instrument was filed for record in my office on 4 day of June A. D., 1923
at 10:30 o'clock A. M. Book 439, Page 44

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