

# 239133 M H

Overlay Bros., Binders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. S. Ferner and Alsada Ferner his wife  
 of Tulsa County, Oklahoma, part 198 of the first part, ha. Ve  
 mortgaged and hereby mortgage to Florence Hurford  
 of Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Block Fourteen (14) Burgess Hill Addition to the City of Tulsa,  
 Oklahoma, according to the recorded plat thereof

Subject to a mortgage of Three Thousand & No/100 (\$3,000.00) Dollars payable to  
 the Aetna Bldg. & Loan Ass'n., Topeka, Kansas .

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 Seventy & No/100 (\$670.00) DOLLARS,  
 with interest thereon at the rate of eight cent, per annum, payable monthly annually from date  
 according to the terms of fourteen certain promissory note S described as follows, to-wit:

Dated August 24, 1923; 13 notes at \$ 50.00 each and 1 note at \$ 20.00, numbered  
 from 1 to 13 and first Note due Sept . 24, 1923 and each consecutive note due,  
 one each month thereafter, on the 24th of the month following, the last being due  
 Nov. 24, 1924. Int. 8% from date evidence of the within indebtedness .

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 11354 and issued  
 Receipt No. 11354 for or in payment of mortgage  
 tax on the within mortgage.

Dated this 31 day of Aug. 192 3

W. W. B. Quinn, Treasurer,

B. Quinn  
 Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 198 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 part 2 shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part 198 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 (\$10.00) Dollars and 10% of unpaid Bal. DOLLARS  
 which this mortgage also secures.

Part 198 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 24th day of August, 192 3

C. S. Ferner

SEAL

Alsada Ferner

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Lydia M. Bickford, a Notary Public in and for said County and State on this 24th  
 day of August, 192 3, personally appeared

C. S. Ferner and Alsada Ferner his wife

and they  
 to me known to be the identical person they 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 July 21, 1927 (Seal) Lydia M. Bickford Notary Public

I hereby certify that this instrument was filed for record in my office on 30th day of August A. D. 192 3  
 at 2.30 o'clock P. M. Book 439, Page 530

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