

239170 M H

Overbury Bros., Builders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. N. Glore and Pearl E. Glore (his wife) of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to C. E. Batkin of Tulsa County, Oklahoma, part 1st of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot One 1, in Block Nine 9 of the Ingram- Lewis Addition to the city of Tulsa according to the recorded plat thereof.

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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 and no/100 DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable monthly from date on all sums unpaid according to the terms of 55 certain promissory note S described as follows, to-wit:

54 notes each in the sum of 36.50 & one note in the sum of 29.00 all dated August 27th 1923 and due every 30 days thereafter. bearing interest at 8% per annum from date on all sums unpaid, each month when payment is made

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 building 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 party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 1st 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 25.00 & 10 % of atty fees DOLLARS which this mortgage also secures.

Part 1st 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 27th day of August, 19 23.

F. N Glore SEAL
Pearl E Glore SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August 27th, 19 23, a Notary Public in and for said County and State on this 27th day of August, 1923, personally appeared F. N Glore and Pearl E Glore husband & Wife

and and 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 Dec 2- 1923 (Seal) C. J. Thornton Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of August, A. D., 19 23 at 9.30 o'clock A M. Book 489, Page 533
By Brady Brown Deputy. (Seal) O. C. Weaver County Clerk