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Overhay Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Alba B. Bourne and His Wife Evabel J. Bourne of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to L. C. Ritts 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:

All of Lot Three (3) Block Four (4) Maple Park Addition to the City of Tulsa, Tulsa County, Oklahoma, According to the Recorded Plat thereof.

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B. Ritts

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 Four Thousand and no/100 (\$4000.00) DOLLARS, with interest thereon at the rate of eight cent, per annum, payable Monthly annuity from Date according to the terms of 40 certain promissory notes 9 described as follows, to-wit:

Forty notes of even date in the amount of \$100.00 each, first note due one month from date and one note due on even date of each and every month thereafter until all 40 notes are paid, with interest at the rate of 8% per annum, interest computed and payable monthly on entire deferred payments.

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's 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 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 part 2 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 10% of unpaid principal hereof and ten 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 1st day of September, 19 23.

Alba F. Bourne SEAL
Evabel J. Bourne SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Brady Brown, a Notary Public in and for said County and State on this 1st day of September, 19 23, personally appeared Alba F. Bourne

and Evabel J. Bourne his wife to me known to be the identical person 9 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 Aug 7, 1927 (Seal) Frances Kring. Notary Public

I hereby certify that this instrument was filed for record in my office on 4th day of Sept. A. D., 19 23 at 2.45 o'clock P. M. Book 439, Page 555
By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk