

#239467 NS

Overbay Bros., Binders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That we, W. C. Timbrook and Clara Timbrook, husband and wife, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to W. H. Brown, Cherryvale, Kan., of part V. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lots Numbered Twenty-three and Twenty-four (23 & 24) in Block Numbered Five (5) of the Sunrise Addition, to the City of Sand Springs, Tulsa County, State of Oklahoma, According to the Official Recorded Survey thereof.

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 Three Hundred Thirty-nine and 03/100 DOLLARS, with interest thereon at the rate of 10% per cent, per annum, payable monthly from maturity according to the terms of Thirty certain promissory notes described as follows, to-wit:

All notes of even date hereof, payable monthly beginning October 1, 1923, with interest thereon from maturity at the rate of 10%, made and signed by the parties of the first part and payable to the order of the party of the second part, Note No-1, being for the principal sum of \$12.50, and each succeeding note being reduced 8-1/3¢ so that note No. 30, is for the principal sum of \$10.09, according to the tenor of said notes.

TRANSMITTAL TO THE COUNTY CLERK  
I hereby certify that on 12 th day of Sept 1923  
at 11/430 o'clock AM of said day, I have received from the parties of the first part, the sum of Three Hundred Thirty-nine and 03/100 DOLLARS, for the purpose of recording this mortgage.  
Witness my hand and seal this 7 day of Sept 1923  
W. C. Timbrook  
Clara Timbrook  
Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 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 parties 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 One Hundred & No/100 DOLLARS which this mortgage also secures.

Parties 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, 1923.

W. C. Timbrook SEAL

Clara Timbrook SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W. C. Timbrook and Clara Timbrook, a Notary Public in and for said County and State on this 1st day of September, 1923, personally appeared W. C. Timbrook and Clara Timbrook, husband and wife.

to me known to be the identical person 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 hand and official seal the day and year last above written.

My commission expires Feb. 21, 1927 (SEAL) Art. Stanton, Notary Public

I hereby certify that this instrument was filed for record in my office on 6 day of Sept, A. D., 1923.

at 1:45 o'clock P. M. Book 439, Page \_\_\_\_\_

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