

Gusley, Pres., Under

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. O. Osborn and Hyacinthe Z. Osborn, his wife,  
 a Tulsa County, Oklahoma, part 1st of the first part, ha ve  
 mortgaged and hereby mortgage to W. Warren Ferrell  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty (20) of Block Seven (7) in  
 Hillcrest Addition to the City of Tulsa,  
 Tulsa County, Oklahoma, according to the  
 recorded plat thereof.

TREASURER'S ENDORSEMENT  
 I hereby certify that I have received \$112 and issued  
 Receipt No. 11459 for a payment of mortgage  
 tax on the within mortgage.  
 Dated this 8 day of Sept. 1923  
W. W. Shackley, County Treasurer  
B. Gunn  
 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 Two Thousand Eight Hundred Twenty and 26/100  
----- DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~xxxx~~ from maturity  
 according to the terms of 36 certain promissory notes ----- described as follows, to-wit:

35 notes of \$25.08 each, the first of which becomes due  
 October 1st, 1923 and one on the 1st of each and every  
 month thereafter for a period of 35 months. One note in  
 the sum of \$2590.48 due 36 months from date. All notes  
 are dated Sept. 1st, 1923 and bear interest from maturity  
 at the rate of 8% per annum computed and payable monthly.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ss 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.

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 party shall be entitled to the immediate pos-  
 session 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, ----- will pay a  
 reasonable attorney's fee of Ten per cent and Fifteen DOLLARS  
 which this mortgage also secures.

Part 1st of the first part, for said consideration, do ----- hereby expressly waive ~~XXXXXXXXXXXXXXXXXXXX~~ all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 1st day of Sept., 1923

J. O. Osborn SEAL

Hyacinthe Z. Osborn SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 1st  
 day of September, 1923, personally appeared J. O. Osborn, and Hyacinthe Z. Osborn,  
his wife,

~~XXXX~~  
 to me known to be the identical person ss 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. 18, 1926. (SEAL) Mabel Strawn, Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of Sept. A. D., 1923  
 at 10:30 o'clock A. M. Book 439, Page 575  
 By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk