

# 239934 M H

Overbay Bros., Plnders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. B. Ellard and Nora B. Ellard, his wife  
 of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Rob't. E. Adams & W. Frank Walker  
 of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The East ten (10) feet of Lot Six (6) and the West thirty (30) feet of Lot  
 Five (5) in Block One (1) of Weaver Addition to the City of Tulsa, Oklahoma  
 according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.92 and issued  
 Receipt No. 11502 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 13 day of Sept., 1923

W. W. Sackey, County Treasurer

A. James  
 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  
Thirty-two hundred fifty & no/100 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable as stated from Date  
 according to the terms of 36 certain promissory notes as described as follows, to-wit:

One certain series of thirty-six notes numbered from one to thirty-six inclusive and  
 dated September 5, 1923. Notes number one to twelve inclusive are each in the  
 principal sum of \$65.00; notes number thirteen to twenty-four inclusive are each in  
 the principal sum of \$70.00; notes number twenty-five to thirty-five inclusive are  
 in the principal of \$75.00 and note number thirty-six in the principal sum of  
 \$805.00. The first of said series of notes becomes due and payable on October 1,  
 1923 and one on the first day of each month thereafter until all of said notes have  
 been paid. All the above notes bear interest at the rate of 8 per annum, each note  
 having added to its face the interest on the entire deferred sum due from month to month.  
 This mortgage is subject and inferior to a first mortgage in favor of W. B. Tribble of  
 Tulsa, Okla.

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.

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 parties shall be entitled to the immediate pos-  
 session 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 Ten dollars and ten percent 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 5th day of September, 1923.

C. B. Ellard SEAL

Nora B. Ellard SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 11th  
 day of Sept., 1923, personally appeared \_\_\_\_\_

C. B. Ellard

Nora B. Ellard

and \_\_\_\_\_  
 to me known to be the identical person as 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 January 5, 1926 (Seal) R. W. Lee Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of Sept., A. D., 1923  
 at 9 o'clock A. M., Book 439, Page 601

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