

#243794 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James M. Gates and Myrtha H. Gates, his wife,  
ies of Tulsa, County, Oklahoma, part ies 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:

The North Thirty Seven and one-half (N37 1/2)  
 feet of Lot One (1) in Block Two (2) of  
 Highlands Addition to the City of Tulsa,  
 Tulsa County, Oklahoma, according to the  
 recorded plat thereof.

THE FACTOR'S ENDORSEMENT  
 This instrument was received and recorded  
 12291  
 5 day of Nov. 1923  
 W. W. Satcher, County Clerk  
 S.B.

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 Six Hundred Thirty Five and 70/100  
 ----- DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly xxxx from date  
 according to the terms of 48 certain promissory note, 8 described as follows, to-wit:

Forty Seven Notes in the sum of \$35.58 each, the first of which  
 becomes due Dec. 5th, 1923, and one on the 5th of each and every  
 month thereafter for a period of Forty seven months. One note in  
 the sum of \$1656.18 due forty eight months from date hereof. All  
 notes are dated Nov. 5th, 1923 and bear interest from maturity at  
 the rate of 10% per annum.

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

Said parties 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 percent of principal and fifteen DOLLARS,  
 which this mortgage also secures.

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

Dated this 5th day of November, 1923

James M. Gates. SEAL  
Myrtha H. Gates. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 5th  
 day of November 1923, personally appeared James M. Gates, and Myrtha H. Gates, his wife,

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. 2nd, 1926. (SEAL) Lula A. Cofer, Notary Public

I hereby certify that this instrument was filed for record in my office on 5 day of Nov. A. D. 1923  
 at 1:40 o'clock P. M.  
 By Brady Brown Deputy, (SEAL) O.G. Weaver, County Clerk