

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Peter Durnen and Rosie Durnen, husband and wife,  
Tulsa, County, Oklahoma, part ES of the first part, have  
 mortgaged and hereby mortgage to R.M. Dunbar,  
 of Y part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Thirty six (36) and Thirty Seven (37) Block  
 "B" located in Farm Colony Sub-Division in Section  
 Six (6), Township Nineteen (19) North, Range Twelve  
 (12) East, subject to Easement for Gas, Water, Electric  
 and Telephone Right-of-way.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received 66 and issued  
 Receipt No. 12916 thereon in payment of 66 tax on the within mortgage.  
 Dated this 14 day of Dec 1923.  
W. W. [Signature] County Treasurer  
S.B. 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 Eleven Hundred & No/100. -----

----- DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from 13th day of December 1923.  
 according to the terms of One certain promissory note, ----- described as follows, to-wit:

Due 3 years after date.

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

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 ies shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part ies of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, ----- will pay a  
 reasonable attorney's fee of Ten & No/100 ----- DOLLARS,  
 which this mortgage also secures. and 5%

Part ies of the first part, for said consideration, do, es hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 13th day of December, 1923.

Peter Durnen

Mrs. Rosie Durnen

SEAL

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 December, 1923, personally appeared Peter Durnen and Rosie Durnen,  
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 hand and official seal the day and year last above written.

My commission expires Aug. 9, 1926. (SEAL) Mildred Goodson Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of Dec., A. D., 1923.

at 2:00 o'clock P. M.

By Brady Brown Deputy.

O.G. Weaver,

County Clerk.

(SEAL)