

## MORTGAGE RECORD NO. 465

#248605 NS

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Elvis Holbert and Lennie Holbert,

a ..... of Sperry, Tulsa, ..... County, Oklahoma, part ..... of the first part, has  
 mortgaged and hereby mortgage to J.D. Winters,  
 of ..... part ..... of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Beginning at a point, 160 ft. and 9 in. East of the  
 North West corner, of the Northwest Quarter, of the  
 Southwest Quarter, of the Southwest Quarter, of Section  
 13, Township 21, North, Range 12, East of the Indian Base  
 and meridian, east 32 ft. thence south 300 ft. thence west  
 8 ft. and 3 in. to the rightway of the Midland Valley R.R.  
 Thence North and west along said rightway 71 ft and 3 in.  
 thence North to the point of beginning.

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 Five Thousand .....  
 ..... DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable ..... annually from ..... date .....  
 according to the terms of ..... certain promissory note ..... described as follows, to-wit: Copy attached.

SECURED BY \$5000.00  
 REAL ESTATE MORTGAGE.

Sperry, Okla. January 9, 1924.

1 year after date, for value received, we promise to pay to the order of  
 Payable to J.D. Winters, at State Guaranty Bank, Sperry, Oklahoma, Five Thousand .....  
 No/100 Dollars with interest at 8 per cent per annum from date until paid.

The makers and endorsers of this note hereby severally waive presentment for  
 payment, notice of payment, protest and notice of protest, and all exemptions that  
 may be allowed by law, and valuation and appraisal laws waived, and each signer  
 and endorser makes the other an agent to extend the time of this note, and if this  
 note should be placed in the hands of an attorney, we, or either of us, agree to pay  
 \$500.00 attorney's fees and other costs of collection.

Due Jan. 9, 1925,  
 P.O. Sperry, Okla.

Elvis Holbert  
 Lennie Holbert,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part<sup>ies</sup> hereby  
 covenant<sup>s</sup> and agree<sup>s</sup> 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<sup>ies</sup> shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said parties of the first part hereby agree<sup>s</sup>, that in the event action is brought to foreclose this mortgage, ..... will pay a  
 reasonable attorney's fee of ..... DOLLARS,  
 which this mortgage also secures.

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

Dated this 9 day of January, 1924.

Elvis Holbert SEAL

Lennie Mae Holbert, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ..... a Notary Public in and for said County and State, on this 9  
 day of January, 1924, personally appeared Elvis Holbert and Lennie Holbert, his wife,

and .....  
 to me known to be the identical person<sup>s</sup> who executed the within and foregoing instrument and acknowledged to me that they executed  
 the same as ..... 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 Oct. 15, 1927. (SEAL) A.I. Buck, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of Jan. A. D. 1924  
 at 2:00 o'clock P. M.

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