

#248658 NS

MORTGAGE RECORD NO. 465

62

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

H.E.Bridges and Hattie L. Bridges, (husband and wife)

of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to J.O. Sims or Ollie H. Sims,

of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Nineteen (19) in Block Four (4) in Boswell's Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

It is hereby expressly understood and agreed by and between all of said parties concerned that this mortgage is given for the express purpose of guaranteeing unto said party or parties of the second part the releases of the following described mortgages, to-wit;

One mortgage bearing date of September 7th, 1921, executed and delivered by Charley Yargee and Myrtle Yargee in favor of the Atkison, Warren & Henley Company in the amount of \$2000.00 and covering the West half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW) of Section (28), Township (19) North, Range (12) East in Tulsa County, Oklahoma, said mortgage being recorded in the office of the County Clerk in and for Tulsa County, Oklahoma, in Book 381, page 218.

Also another mortgage bearing the same date and given by the same parties as in the above described mortgage and in favor of the same parties as in the above described mortgage, in the amount of \$200.00, and covering the same land as described in the \*\*\* 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 Four Hundred & No/100 - - - - -

with interest thereon at the rate of eight per cent, per annum, payable - - - - - annually from Maturity

according to the terms of a certain promissory note described as follows, to-wit:

One promissory note, in the amount of \$400.00, bearing date of January 2nd, 1924, due and payable on or before one year from date, bearing interest at the rate of eight per cent per annum, payable annually from maturity. Said note being given for the express purpose as above related, and for no other purpose whatsoever.

\*\*\*above mortgage and being recorded in the office of the County Clerk in and for Tulsa County, Oklahoma, in Book 381, page 218. It is further expressly understood and agreed that said parties of the second part or either of said parties of the second part will immediately release this mortgage when they or either of them are furnished with releases of the two above described mortgages, either of the said second parties having power to release this mortgage. 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 Forty & No/100 - - - - - 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 2nd day of January, 1924

H.E.Bridges SEAL

Hattie L. Bridges SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - - a Notary Public in and for said County and State, on this 2nd day of January, 1924, personally appeared H.E.Bridges and Hattie L. Bridges, (husband and wife)

and to me known to be the identical person, 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 15th, 1927. (SEAL) Cecil L. Henry Notary Public

I hereby certify that this instrument was filed for record in my office on 10 day of Jany. A. D. 1924 at 10 o'clock A. M.

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