

NOTARIAL ENDORSEMENT

L. H. ... Paid \$1.20 and issued

12250 ... of mortgage

LAW ON THE ...

Laid on the 28 day of Nov., 1923

W. W. Shackley, County Treasurer

245063 - BH

COMPARED

REAL ESTATE MORTGAGE.

Know all men by these presents: That Willard F. Burton and Jimie T. Burton his wife, of Tulsa County, Oklahoma, parties of the first part have mortgaged and hereby mortgage to Nellie E. Williams, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: All of lot ten (10) in Block three (3) of Ridge Dale terrace second addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, with all 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 (\$2000.00) dollars, with interest thereon at the rate of 8 per cent per annum, payable semi-annually, from date, according to the terms of 36 certain promissory notes described as follows, to-wit: Thirty five notes, total sum of \$875.00 payable (\$25.00) per month, beginning December 15th, 1923 add the same amount payable on the 15th day of each and every month thereafter until the above amount is paid. One note for \$36 for the sum of eleven hundred and twenty five dollars (\$1125.00) payable November 15th, 1926. It is agreed that should any payment become sixty days delinquent the full face of this mortgage will become due and payable at the option of the holder.

Provided always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenants 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 installments, 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 said second party shall be entitled to the immediate possession of the premises and 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 fifty 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 benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of November, 1923.

Willard F. Burton,
Jimie T. Burton.

State of Oklahoma)
County of Tulsa) SS

Before me, a Notary Public, in and for said County and State, on this 15th day of Nov. 1923, personally appeared Willard F. Burton and Jimie T. Burton his wife, to me personally known to be the identical persons 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 May 15, 1924.

(SEAL) E. P. Jennings, Notary Public.

ASSIGNMENT.

Know all men by these presents: That I, Nellie E. Williams, in consideration of one (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby bargain, sell, assign, transfer, and convey all my right, title and interest in and to