

271226 - BH

Real Estate Mortgage.

Know all men by these presents: That Walter Wilbanks and Sue Wilbanks, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Mrs. Addie Burton, a widow, of Tulsa County, State of Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot one (1) block five (5) Terrace Drive additim
to the City of Tulsa, Tulsa County, Oklahoma, according
to the recorded plat thereof,

with all the improvements thereon, and appurtenances thereunto belonging, and warrant the title to the same,

Provided always and these presents are upon the express condition that where as said Walter Wilbanks and Sue Wilbanks, his wife, have this day executed and delivered two certain promissory notes in writing to said party of the second part, described as follows:

One note for twenty five hundred dollars (\$2500.00) dated July 31, 1924,
due and payable on or before one year after date,

One note for Five Hundred dollars (\$500.00 dated July 31 1924, due and
payable ^{on} or before two years after date.

Notes to bear interest at the rate of 8% after maturity.

Now, if the said parties of the first part shall pay or cause to be paid to the said party of the second part, her heirs, assigns, the sum of money in above described notes, mentioned, together with the interest, hereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, ^{and} otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same by law are due and payable, then the whole of said sum or sums, and interest thereon, shall and by these presents, become due and payable and said party of the second part shall be entitled to the possession of said premises.

Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company to the satisfaction of the legal holder or holder of this mortgage, to the amount of _____ dollars, loss, if any, payable to the mortgagee or her assigns. An attorney fee of ten dollars and ten per cent dollars may be taxed and be made part of the costs of foreclosure, providing this mortgage is foreclosed by an attorney of record of this state.

In witness whereof, the said parties of the first part have hereunto set their hands this 31st day of July, A.D. 1924.

Walter Wilbanks.
Sue Wilbanks.

State of Oklahoma }
County of Tulsa))

Before me, a Notary Public, in and for said County and State, on this 31st day of July, 1924, personally appeared Walter Wilbanks and Sue Wilbanks, his wife, to me 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 hand and official seal this 31st day of July, 1924.

My commission expires April 24, 1924.

(SEAL) Fay L. Hollis, Notary Public.

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COMPARED BY
RS - Jly