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217914 C.M.J.

COMPARATIVE REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. L. Spurgeon and Clara Spurgeon, his wife
 a _____ of Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to S Elsie Britton
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots No. Six (6) and Seven (7) in Block No. Eight
 (8) in North Turley Addition to the town of Turley,
 Tulsa County, Oklahoma, according to the recorded
 plat thereof;

I hereby certify that I received \$ 0.00 and issued
 Receipt No. 1151 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 2 day of Jan 1923
 WAYNE L. DICKEY, County Treasurer

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 _____
Three hundred (\$300) DOLLARS
 with interest thereon at the rate of 8 per cent, per annum, payable _____ annually from _____ date _____
 according to the terms of Twelve certain promissory notes S described as follows, to-wit:

Twelve notes of \$25.00 each the first of which becomes due and
 payable Feb. 1, 1923 and the last of which becomes due and
 payable Jan. 1, 1924.
 All bearing date of 30th day of December, 1922 and bearing 8%
 interest from 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 V 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 Twenty five (\$25.00) DOLLARS,
 which this mortgage also secures.

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 30th day of December, 1922

J. L. Spurgeon SEAL

Clara Spurgeon SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 30th
December, 1922, personally appeared

J. L. Spurgeon

and Clara Spurgeon, his wife

to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they executed
their 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 March 28th, 1925. (Seal) W. L. Britton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of Jan. A. D., 1923
 at 10:35 o'clock A. M. Book 402, Page 207

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