

COMPARED

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222106 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. C. Gupton and Florence Gupton, his wife  
of R. #1, Catoosa, Oklahoma, Tulsa County, Oklahoma, part ies of the first part, has  
mortgaged and hereby mortgage to James P. Foutz  
of part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Southwest Quarter (1/4) of the Southwest  
Quarter (1/4) of Section Nine (9) Township  
nineteen (19) North, Range fourteen (14)  
East, containing forty (40) acres, more  
or less.

(With the full knowledge and under-  
standing that this is a second mortgage  
the former being in the sum of One  
thousand and No/100 dollars.)

TREASURERS L. LONG  
I hereby certify that I received \$ 164 and issued  
No. 7811 therefor in payment of mortgage  
on the within mortgage.  
Dated this 19 day of Feb 1923  
WAYNE L. DICKEY, County Treasurer

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

a.g.  
Deputy

This mortgage is given to secure the principal sum of

Four hundred fifty and No/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable annually annually from date hereof

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

One note, dated January 29th, 1923. Due January 29th, 1925.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby  
covenant 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.

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, that in the event action is brought to foreclose this mortgage, ies will pay a  
reasonable attorney's fee of Twenty five and No/100 DOLLARS,  
which this mortgage also secures.

Part ies 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 29th day of January, 1923

W. C. Gupton

SEAL

Florence Gupton

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 9th  
day of February, 1923, personally appeared

W. C. Gupton

and Florence Gupton, 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  
the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires May 1, 1926. (Seal) A. V. Long, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Feb. A. D., 1923  
at 11:40 o'clock A. M. Book 402, Page 509

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