

## MORTGAGE RECORD NO. 402

The Home-Depot Co. v. J. L. Claypool

215492 C.L.J.

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lou Claypool and J. L. Claypool her husband

a ..... of Tulsa County, Oklahoma, part <sup>ies</sup> of the first part, ha. <sup>Ve</sup>  
 mortgaged and hereby mortgage to Ruth I. Agard

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

The west thirty (30) feet of Lot Fifteen (15) and the  
 east ten (10) feet of Lot (16) Sixteen in Block Six  
 (6) in Highlands Second Addition to the City of Tulsa  
 Oklahoma according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ <sup>44</sup> and issued  
 Receipt No. <sup>6381</sup> therefor in payment of mortgage  
 tax on the within mortgage.

Dated this <sup>6</sup> day of <sup>Dec</sup> 192<sup>2</sup>

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

Eleven Hundred & No/100

DOLLARS

with interest thereon at the rate of <sup>8</sup> per cent, per annum, payable <sup>monthly</sup> <sup>annually</sup> from <sup>date</sup>

according to the terms of <sup>28</sup> certain promissory note <sup>S</sup> described as follows, to-wit:

28 certain promissory notes dated Nov. 14th 1922 the first 27 of  
 which are in the amount of \$40.00 each and the last note in the  
 amount of \$20.00 the first note being due and payable thirty six  
 months after date and one note due and payable each and every  
 month thereafter until all have been paid in full together with  
 interest at the rate of 8% per annum payable monthly.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</sup> 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 <sup>V</sup> shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part <sup>ies</sup> 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 <sup>Ten dollars & 10%</sup> DOLLARS,  
 which this mortgage also secures.

Part <sup>ies</sup> 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 <sup>14th</sup> day of <sup>November</sup>, 19<sup>22</sup>.

Lou Claypool

SEAL

J. L. Claypool

SEAL

STATE OF OKLAHOMA, County of <sup>Tulsa</sup>, ss:

Before me, ..... a Notary Public in and for said County and State, on this <sup>14th</sup>  
 day of <sup>November</sup>, 19<sup>22</sup> personally appeared

Lou Claypool

and J. L. Claypool her husband

to me known to be the identical person <sup>S</sup> who executed the within and foregoing instrument and acknowledged to me that <sup>they</sup> executed  
 the same as <sup>their</sup> 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 <sup>Feb. 4th, 1925</sup> (Seal)

Lewis G. Melone

Notary Public.

I hereby certify that this instrument was filed for record in my office on <sup>5</sup> day of <sup>Dec</sup>, A. D., 19<sup>22</sup>

at <sup>10:00</sup> o'clock <sup>A.</sup> M. Book 402, Page <sup>66</sup>

By <sup>F. Delman</sup> Deputy. (Seal) <sup>O. D. Lawson</sup>, County Clerk.