

COMPARED

MORTGAGE RECORD NO. 402

83

The New Standard Trust & Audit Co., Shreveport, La.
215739 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Elton Everett,

a _____ of Tulsa County, Oklahoma, part V of the first part, ha S
mortgaged and hereby mortgage to W. M. Fewel

of _____ part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lots thirty-nine (39) and forty (40), in Block
seven (7), Orchard Addition, to the city of Tulsa,
Oklahoma, according to the recorded thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 28.00 and interest
Receipt No. 6558 therefor in payment of mortgage
tax on the within mortgage.
Dated this 7 day of Dec 1922
WAYNE L. DICKEY, County Treasurer
al Deputy

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 _____

Fourteen Hundred and No/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable _____ annually from December 6, 1922

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

dated December 6, 1922 for Fourteen hundred dollars (\$1400.00)
due March 6, 1923, bearing interest at 8 per cent per annum.

This mortgage is given as part of the purchase price of said
lots which are not now or never have been a homestead.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V 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 V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a
reasonable attorney's fee of twenty-five dollars, and 10% of amount unpaid DOLLARS, -
which this mortgage also secures.

Part _____ 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 6th day of December, 19 22.

Elton Everett SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 6th
day of December, 19 22, personally appeared _____

Elton Everett

and _____
to me known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that he executed

the same as his 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 December 1st, 1925 (Seal) E. N. Riley, Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of Dec, A. D., 1922.

at 11:10 o'clock A. M. Book 402, Page 83

By E. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.