

## MORTGAGE RECORD NO. 439

COMPARED

226338 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Seymore Harper, a single man

a \_\_\_\_\_ of Tulsa County, Oklahoma, part V of the first part, ha. S.

mortgaged and hereby mortgage to O. L. Harper

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

All of lots 21 & 22, in Block 5 in Capitol Hill  
Addition to the city of Tulsa, Tulsa Co. Okla.  
according to the recorded plat thereof.

I have by this deed received \$ 20 and issued  
Receipt No. 8606 in payment of mortgage  
tax on the within mortgage.

Dated this 3 day of apr 1923.  
WAYNE L. DICKER, County Treasurer

\_\_\_\_\_ 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 \_\_\_\_\_

Five Hundred (\$500.00) 00/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from \_\_\_\_\_ dateaccording to the terms of one certain promissory note \_\_\_\_\_ described as follows, to-wit:

Of even date herewith, &amp; due in 2 years after date.

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 ten per cent of mortgage & \$25.00 DOLLARS, which this mortgage also secures.

Part V 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 2nd day of April, 1923

Witness to signature  
J. E. Baker  
R. F. Lee

Seymore Harper

SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 2 day of April, 1923, personally appeared \_\_\_\_\_

Seymore Harper

\_\_\_\_\_ 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 \_\_\_\_\_ and official seal the day and year last above written.

My commission expires July 8, 1923. (Seal) O. F. Hyde, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of April, A. D., 1923 at 2:20 o'clock P. M. Book 439, Page 212

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