

COMPARED

## MORTGAGE RECORD NO. 439

226856 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B. E. Capps and Hazel F. Capps, his wife

a of Tulsa Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Standard Oil Company  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot One (1) in Block Fifteen (15) of Morningside Addition  
 to the city of Tulsa, County of Tulsa and State of Oklahoma,  
 according to the Amended Plat of the Amended Plat thereof  
 duly recorded in the office of the Register of Deeds within  
 and for Tulsa County, Oklahoma.

8708  
 6 day of April 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

Seven Thousand Five Hundred and 00/100 (\$7500.00)

DOLLARS,

eight

with interest thereon at the rate of per cent, per annum, payable semi-annually from date

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

One note of even date herewith in the sum of \$7,500.00 payable on or before  
 twelve months from the date hereof, with interest at the rate of eight percent  
 (8%) per annum payable semi-annually.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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, and to insure, and keep insured in favor of second  
 party, buildings on said 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 party shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said first party of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a  
 reasonable attorney's fee as provided in said note 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 2nd day of April, 1923

B. E. Capps

SEAL

Hazel F. Capps

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 5th  
 day of April, 1923, personally appeared

B. E. Capps

and Hazel F. Capps, his wife

to me known to be the identical persons 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 1, 1927. (Seal) A. E. Foster, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of April, A. D., 1923  
 at 10:30 o'clock A. M. Book 439, Page 254

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