

COMPARED

MORTGAGE RECORD NO. 439

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228345 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James A. Caldwell and Ethel L. Caldwell, husband and
a wife, of Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to B. G. Goble
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The South twenty (20') feet of Lot Twenty One (21) and
 the North Twenty (20) feet of Lot Twenty (20) in Block
 Two (2) of Foulder and Pomeroy 2nd Addition to the city
 of Tulsa, Oklahoma, according to the recorded plat thereof.

I hereby certify that the above is a true and correct
 Receipt No. 7022 in payment of mortgage
 tax on the within instrument.

Dated this 24 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

Fourteen Hundred and No/100

DOLLARS.

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

according to the terms of 40 certain promissory notes s described as follows, to-wit:

Dated April 20, 1923 signed by James A. Caldwell and Ethel L. Caldwell each in the
 sum of \$35.00 with interest at 8 per annum payable monthly from date. The first note
 becomes due May 20, 1923 and one on the 20th day of each month thereafter until all
 have been paid. Provided however, first parties shall have the privilege of paying
 any or all of said notes at any time by notifying second party in writing of their
 intention so to do.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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, building 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 parties 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 One hundred and fifty and no/100 DOLLARS,
 which this mortgage also secures.

Parties 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 21st day of April, 1923.

James A. Caldwell

SEAL.

Ethel L. Caldwell

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 21st
 day of April, 1923, personally appeared

James A. Caldwell

and Ethel L. Caldwell, his wife

to me known to be the identical person 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 signature and official seal the day and year last above written.

My commission expires March 8, 1924. (Seal) J. W. Whitney, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of April, A. D., 1923
 at 9:00 o'clock A. M. Book 439, Page 354.

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