

COMPARED

MORTGAGE RECORD NO. 439

The News Dispatch Printing & Audit Co., Shawnee, Okla.

229063 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Carrie Sumpter

a _____ of Tulsa County, Oklahoma, part Y of the first part, ha. S
 mortgaged and hereby mortgage to L. W. Sumpter
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Two (2) in Block Five (5) in Highlands Second Addition
 to the city of Tulsa, County of Tulsa, State of Oklahoma.

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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 _____

Eight Hundred fifty dollars (\$850.00) No/100

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date

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

Dated April 30th, 1923.

\$850.00 payable Two years after date, to the order of L. W. Sumpter, with
 interest at the rate of ten per cent per annum payable semiannually from
 date,

Signed Carrie Sumpter

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

Said part Y of the first part hereby agree Y, that in the event action is brought to foreclose this mortgage, she will pay a
 reasonable attorney's fee of Ten per cent DOLLARS,
 which this mortgage also secures.

Part Y 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 30th day of April, 19 23.

Carrie Sumpter

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 30th
 day of April, 19 23, personally appeared _____

L. W. Sumpter

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 March 27th, 1924. (Seal) Edward E. Barrett, Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of May A. D., 19 23

at 8:00 o'clock A. M. Book 439, Page 414

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