

COMPARED

## MORTGAGE RECORD NO. 439

231469 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. R. Clark and J. D. Jones

a \_\_\_\_\_ of Tulsa, Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Neppie A. Downey and W. O. Downey  
 of \_\_\_\_\_ part <sup>ies</sup> of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in No. 2. Elm Ridge Addition to the city of Tulsa,  
 according to the recorded plat thereof.

Note: The above described premises or any part thereof is not  
 now or ever was the homestead of the mortgagors herein named.

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 \_\_\_\_\_ DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_ date until paid

according to the terms of \_\_\_\_\_ certain promissory note \_\_\_\_\_ described as follows, to-wit: of even date herewith.

\$500.00 due in Twelve Months.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part, 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.

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, shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part \_\_\_\_\_ 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 \_\_\_\_\_ Fifty \_\_\_\_\_ 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 \_\_\_\_\_ 24 \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 19 \_\_\_\_\_ 23

J. R. Clark \_\_\_\_\_ SEAL.

J. D. Jones \_\_\_\_\_ SEAL.

STATE OF OKLAHOMA, County of \_\_\_\_\_ Tulsa \_\_\_\_\_, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this \_\_\_\_\_ 24 \_\_\_\_\_  
 day of \_\_\_\_\_ May \_\_\_\_\_ 23 \_\_\_\_\_, personally appeared \_\_\_\_\_

J. R. Clark and J. D. Jones

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

My commission expires \_\_\_\_\_ July 18, 1925. (Seal) \_\_\_\_\_ Charles Halfp, \_\_\_\_\_ Notary Public.

I hereby certify that this instrument was filed for record in my office on \_\_\_\_\_ 24 \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_ A. D., 19 \_\_\_\_\_ 23  
 at \_\_\_\_\_ 3:00 \_\_\_\_\_ o'clock \_\_\_\_\_ P. \_\_\_\_\_ M. Book 439, Page \_\_\_\_\_ 616

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