

235090 DLE.  
Overbay Bros., Blodgers

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. L. Capshaw and Mrs. Elita Capshaw (his wife)  
 of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to E. L. Crawford  
 of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Eight (8), in Block One (1)  
 Park View Place, Oklahoma, according to the  
 recorded Plat thereof.

"This Mortgage is given subject to a first Mortgage  
 of Six Hundred Dollars"

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 Hundred and No/100 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date  
 according to the terms of 24 certain promissory note 8 described as follows, to-wit:

Twenty eight notes for Twenty Five Dollars each, dated June 1st, 1923,  
 signed by E. L. Capshaw and Mrs. Elita Capshaw, First note due and  
 payable July 1st, 1924 and one due and payable one the first day of  
 each month thereafter until the full amount is paid.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$38 and issued  
 Receipt No. 10306 therefor in payment of mortgage  
 tax on this within mortgage.

Dated this 7 day of July, 1923.

M. H. Hulse Treasurer

P. L. B.

County

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$0.6 and issued  
 Receipt No. 20423 therefor in payment of mortgage  
 tax on this within mortgage.

Dated this 7 day of July, 1923.

M. H. Hulse Treasurer

P. L. B.

County

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 upon 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 mort-  
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-  
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-  
 session of the premises and all the 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 \$25.00 and 10 per cent of the full amount unpaid 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 1st day of June, 1923.

E. L. Capshaw

SEAL

Mrs. Elita Capshaw

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 1st  
 day of June, 1923 personally appeared E. L. Capshaw and Mrs. Elita Capshaw (his wife)

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 signature and official seal the day and year last above written.

My commission expires Feb. 10th 1927 (SEAL) Lorane Chester Truelove Notary Public

I hereby certify that this instrument was filed for record in my office on 6th day of July A. D., 1923  
 at 9.20 o'clock A. M. Book 44 Page 248 (SEAL) O. G. Weaver County Clerk  
 By Brady Brown Deputy.