

#232189 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. L. Capshaw and Mrs. Elita Capshaw, (his wife) of Tulsa, County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to E. L. Crawford, party 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 as a first mortgage and there are no incumbrances against said property"

RECEIVED
TULSA COUNTY CLERK
JUN 1 1923

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 Six 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 1 certain promissory note described as follows, to-wit:

One note for Six Hundred and No/100 Dollars, dated May 31st, 1923, signed by E.L. Capshaw and Mrs. Elita Capshaw due and payable May 31st, 1924.

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JUN 1 1923
I hereby certify that I received 12 Dollars in payment of mortgage Receipt No. 4857, therefor in payment of mortgage tax on the within mortgage.
Dated this 4 day of June, 1923.
WAYNE L. DUNN, County Treasurer
Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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.

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 the second part 2 shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 1st 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 of \$25.00 and 10 per cent of the full amount which this mortgage also secures.

Part 1st 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 31st day of May, 1923.

E. L. Capshaw SEAL

Mrs. Elita Capshaw SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Brady Brown, a Notary Public in and for said County and State on this 31st day of May, 1923, personally appeared E. L. Capshaw and Mrs. Elita Capshaw, (his wife,) and

to me known to be the identical person 2 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) Loran Chester Truelove Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of June, A. D., 1923

at 9:40 o'clock A. M. Book 439, Page 37

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