

COMPARED

MORTGAGE RECORD NO. 456

Overhay Bros., Binders

237608 C.M.J.

FIRST
REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. W. Thomas, a single man,
 a Tulsa County, Oklahoma, part Y of the first part, has
 mortgaged and hereby mortgage to Max Halff
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Number Three (3) in Block Number One (1) George B.
 Perryman Addition to the city of Tulsa, Tulsa County,
 State of Oklahoma according to the recorded plat thereof.

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 Thousand (\$14,000.00) DOLLARS,
 with interest thereon at the rate of Five per cent, per annum, payable semi- annually from date
 according to the terms of One certain promissory note described as follows, to-wit:

\$14,000.00

Tulsa, Oklahoma,
 August 8, 1923.

One note dated August 8, 1923, due three years after date, executed by
 R. W. Thomas, a single man, to Max Halff, in the principal sum of \$14,000.00
 said note bearing interest at the rate of 9% per annum, payable semi-annually
 until paid.

Signed R. W. Thomas

TREASURER'S ENDORSEMENT

I hereby certify that I received \$5.40 and issued
 Receipt No. 11216 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 8 day of Aug 1923W. W. Stucky, County TreasurerP. B.

Deputy

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 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 part Y shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of \$15.00 and 10% of the amount due. DOLLARS
 which this mortgage also secures.

Part Y of the first part, for said consideration, do SS hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 8th day of August, 1923.

R. W. Thomas

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August, 1923, a Notary Public in and for said County and State on this 8th
 day of August, 1923, personally appeared

R. W. Thomas, a single man,
 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 May 3, 1924. (Seal) J. R. Clark, Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of August A. D. 1923
 at 2:45 o'clock P.M. Book 439, Page 428

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