

238016 DLE
Overbay Bros., Binder

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, Anna C. Wright and J. W. Wright (her husband)
a _____ of Tulsa, Tulsa County, Oklahoma, part les of the first part, ha. ve
mortgaged and hereby mortgage to E. L. Capshaw
of _____ party _____ of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lot One (1) in Block Three (3), H unter
Addition to the City of Tulsa, Tulsa County,
Oklahoma, according to the Recorded Plat thereof.

"This Mortgage is given as a first mortgage and there are no
incumbrance against said property.

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 Twelve Hundred and No/100 DOLLARS,
with interest thereon at the rate of 10 per cent, per annum, payable semiannually from date
according to the terms of 1 certain promissory note described as follows, to-wit:

One note signed by Anna C. Wright and J. W. Wright to E. L. Capshaw
for Twelve Hundred Dollars, dated August, 10th, 1923 and due
August 10th 1926

TREASURER'S RECEIPT

I hereby receive the amount of \$72.⁰⁰ and issued
Receipt No. 11098
tax on the same
Dated this 1st day of Aug.
W.W. Shuckey
P.S.B.

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.** And the parties agree 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... shall be entitled to the immediate possession 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 appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 10th day of August, 19 23

Anna C. Wright SEAL
J. W. Wright SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 10th day of August, 1925 personally appeared Anna C. Wright and J. W. Wright (her husband)

to me known to be the identical person...S 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 December 2, 1926 (SEAL) Lula A. Cofer Notary Public

I hereby certify that this instrument was filed for record in my office on 14th day of August A. D., 1925
 at 4.00 o'clock P. M. Book 456 Page 462
 By Brady Brown 456 Deputy. O. G. Weaver County Clerk
 (SEAL)

(SEAL)