

COMPARED

## MORTGAGE RECORD NO. 456

Overday Date, Biquers

232599 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. W. Black and Mrs. E. W. Ross Black, his wife,  
 of Bristow, Creek County, Oklahoma, part 1st of the first part, ha ve  
 mortgaged and hereby mortgage to J. D. Winters,  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Seven (7), Eight (8) and Nine (9) in Block  
Three (3) in the Town of Sperry, Oklahoma, according  
to the recorded plat thereof.

Interest on this mortgage is carried to 14 and interest  
 receipt No. 9926 thereon in payment of mortgage  
 tax on the within mortgage.  
 Dated this 7 day of June 1923  
WAYNE L. DICKY, County Treasurer  
Deputy

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 Sixty & No/100 (\$660.00) DOLLARS,  
 with interest thereon at the rate of ten per cent, per annum, payable annually from maturity until paid  
 according to the terms of one certain promissory note described as follows, to-wit:

One note dated May 21st, 1923; due May 21st, 1924; for  
 \$660.00.

For record of this mortgage, full of the within mortgage, is hereby acknowledged and acknowledged before me on this 23 day of June, 1923  
By E. W. Black  
Mrs. E. W. Black  
Notary Public

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 part ies shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part ies 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 Sixty-five & No/100 (\$65.00) as provided in note above DOLLARS  
 which this mortgage also secures described.

Part ies 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 21st day of May, 1923

Mrs. E. W. Black

SEAL

E. W. Black

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Joe Harshbarger, a Notary Public in and for said County and State on this 6th  
 day of June, 1923, personally appeared

E. W. Black

and Mrs. E. W. Black

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 Aug. 12, 1926. (Seal)

Joe Harshbarger.

Notary Public

I hereby certify that this instrument was filed for record in my office on 6 day of June A. D., 1923  
 at 4:00 o'clock P. M. Book 439, Page 70

By Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk