

COMPARED

MORTGAGE RECORD NO. 456

73

Overbay Bros. Under

232659 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. G. Guthrie and Blanche Guthrie his wife
 of Tulsa, Tulsa County, Oklahoma, part 198 of the first part, ha VE
 mortgaged and hereby mortgage to Frank Claypool
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The North Three Hundred Twenty (320) feet, of Lot five
 (5) in Claypool Sub-Division according to the recorded
 plat thereof,

7923
 7 June 1923
 County Treasurer
 H. A. S.

of Section 29, Twp. 19, Range 13 and containing $2 \frac{1}{2}$ acres, more or less,

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 Eleven Hundred Twenty five DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date
 according to the terms of 12 certain promissory note S described as follows, to-wit: bearing even date
 herewith and given as evidence of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 198 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 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 V 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, they will pay a
 reasonable attorney's fee of Fifty DOLLARS
 which this mortgage also secures.

Part 198 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 7th day of May, 1923

G. G. Guthrie
 Blanche Guthrie

STATE OF OKLAHOMA, County of Tulsa, ss:
 Before me, May, 1923, a Notary Public in and for said County and State on this May
 day of May, 1923 personally appeared G. G. Guthrie and his wife Blanche Guthrie
 and they
 to me known to be the identical persons 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 August the 13th, 1924. (Seal) Tom N. Griffith Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of June A. D., 1923
 at 11:50 o'clock A. M. Book 430, Page 73
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk