

COMPAREY

MORTGAGE RECORD NO. 456

Overbay Bros., Binders

232660 C.M.J.

REAL ESTATE MORTGAGE

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

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

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 _____ described as follows, to-wit: bearing even date
 herewith and given as evidence of the within indebtedness.

9923
 7 June 1923
 County Treasurer

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.

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 ies 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 Fifty DOLLARS
 which this mortgage also secures.

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 7th day of May, 19 23

G. G. Guthrie _____ SEAL

Blanche Guthrie _____ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this _____
 day of May, 19 23, personally appeared _____

G. G. Guthrie
 and his wife Blanche Guthrie
 to me known to be the identical person _____ 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., 19 23
 at 11:50 o'clock A. M. Book 420, Page 74
 By Brady Brown Deputy. (Seal) O. G. Weaver, County Clerk