

COMPARED

241570

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A.A. Freeman and Nora R. Freeman, husband and wife,
Newton Missouri
 County, McDonald, parties of the first part, have
 mortgaged and hereby mortgage to O.W. S. Freeman,
 of part of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The West one-half of lot Three (3) in Block Four
 (4) in Highlands First Addition to the City of
 Tulsa, Tulsa County, Oklahoma, according to the
 recorded plat thereof.

This mortgage is given subject to a first mortgage
 of Three Thousand Dollars, made to the local Bldg.
 and Loan Assn. payable at (\$41.70) each month.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$, 14 and issued
 Receipt # 11841 therefor in payment of mortgage
 taxes for 6 months Oct 1923.
W. W. Barclay, County Treasurer

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 Seven Hundred and 16/100 (\$716.00) --- 2 ---
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

One certain promissory note dated Sept. 7th, 1923,
 in the amount of Seven Hundred and Sixteen and no/100
 (\$716.) Due Sept. 7th, 1924, with interest thereon
 at the rate of 8%.

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 on 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 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 second party shall be entitled to the immediate possession of
 the premises and all 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 \$70.00 and 10 per cent of unpaid. DOLLARS,
 which this mortgage also secures.

Parties 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 September, 1923

A.A. Freeman SEAL

Nora R. Freeman SEAL

Missouri
 STATE OF OKLAHOMA, County of McDonald, ss:

Before me, ----- a Notary Public in and for said County and State, on this 8th
 day of September, 1923, personally appeared A.A. Freeman and Nora A. Freeman,

and -----
 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 September 7th, 1924; (SEAL) Earl R. Montgomery, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Oct, A. D. 1923.

at 3:30 o'clock P. M.
 by Brady Brown Deputy (SEAL) O. G. Weaver, County Clerk.