

COMPARED

#241580 NS

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Oba Maxfield, and S. G. Maxfield, her husband,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Archie B. Everett,  
 of Tulsa, County, Oklahoma, parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The East Half ( $\frac{1}{2}$ ) of the North-east Quarter  
 NE $\frac{1}{4}$  of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section  
 One (1), Township E ighteen (18) North, Range  
 Thirteen (13) East of the Indian Base Meridian.

## TREASURER'S ENDORSEMENT

I hereby certify that \$ 18 and issued  
 Receipt No. 11860 in payment of mortgage  
 tax on the within mortgage.

Dated this 8 day of Oct. 1923

W. W. Stuckey, County Treasurer

S. B.

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 Nine Hundred (\$900.00) -----

eight -----

DOLLARS,

with interest thereon at the rate of 1 per cent, per annum, payable ----- annually from ----- date -----

according to the terms of one certain promissory note ----- described as follows, to-wit:

Dated October First 1923, Due October  
 First 1924, Amount \$900.00.

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 Ten Dollars and ten per cent of the amount, remaining unpaid, xxxxxx  
 which this mortgage also secures.

Part V 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 First day of October 1923

Oba Maxfield ----- SEAL

S. G. Maxfield, ----- SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this first  
 day of October 1923, personally appeared Oba Maxfield and S. G. Maxfield,  
her husband,

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 Sept - 1 - 1927 Seal (Seal) ----- H. B. Day, ----- Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of Oct. A. D. 1923

at 9:25 o'clock A. M.

By Brady Brown ----- Deputy, (SEAL) O. G. Weaver, ----- County Clerk.