

COMPARED

MORTGAGE RECORD NO. 465

240298 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Fred Van Horne and Wilma Van Horne, husband and wife,
 of Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to T. R. Humphreys
 of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Eleven (11) in Block Four (4) in Lawnwood Addition to the city
 of Tulsa, Tulsa County, Oklahoma, according to the recorded plat
 thereof,

INTERNAL REVENUE
 \$ 28
 Cancelled

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 130 and issued
 Receipt No. 11555 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 18 day of Sept, 1923
W. W. S. Jockey, County Treasurer
A. J. James, 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 Thirteen Hundred Fifty and No/100 (\$1350.00) DOLLARS.

nine principal and interest
 with interest thereon at the rate of per cent, per annum payable monthly at the rate of \$20.70
per month, commencing July 20th, 1923,
 according to the terms of one certain promissory note, described as follows, to-wit:

For the principal sum of \$1350.00, dated June 11th, 1923, in favor of T. R. Humphreys, signed
 and executed by Fred Van Horne and Wilma Van Horne, husband and wife, drawing interest at
 the rate of nine per cent per annum from date until paid, providing for payment of said
 note at the rate of \$20.70 per month, first payment to be made on the 20th day of July 1923,
 and payments to continue until principal and interest are fully paid, and any payment made
 to be applied first to the payment of accrued interest upon said principal sum of \$1350.00
 and providing that default in the payment of any sum due shall operate to mature said prin-
 cipal sum, at the option of the holder of said note, and providing for the payment of an
 attorney's fee if suit is brought on said note after default, in the sum of \$100.00 and ten
 per cent of the amount due upon this note.

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 on the premises, and keep insured in favor of second party, buildings
 on said premises, and will keep said premises free and clear of mortgage foreclosure suits.

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 part V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

and as often as foreclosure proceedings are instituted
 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 One Hundred (\$100.00) and Ten per cent of the amount due 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 11th day of June, 1923.

Fred Van Horn

SEAL

Wilma Van Horn

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, —, a Notary Public in and for said County and State, on this 20th
 day of June, 1923 personally appeared

Fred Van Horne and Wilma Van Horne, husband and wife

and
 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 March 15, 1927. (Seal) Frances E. Cohenour, Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of Sept., A. D. 1923

at 1:00 o'clock P. M. and recorded in Book 465, Page 12.

Brady Brown, Deputy (Seal) O. P. Weaver, County Clerk