

## MORTGAGE RECORD NO. 465

#241764 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. H. Noe  
 of City of Tulsa, County, Oklahoma, part Y of the first part, ha S  
 mortgaged and hereby mortgage to J. L. Pope,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot 20, 21, 24 and 25 in Block 4, Original Townsite  
 of Redfork,

TREASURY DEPARTMENT  
 I hereby certify that on 8.04 paid  
 Receipt No. 11895 the amount of mortgage  
 tax on the Tulsa mortgage.  
 Dated this 9 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 Two Hundred and no/100 -----  
 ----- DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date  
 according to the terms of a certain promissory note described as follows, to-wit:

One note due Sixty days from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby  
 covenant S and agree S 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 part — shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part Y of the first part hereby agree S that in the event action is brought to foreclose this mortgage, he will pay a  
 reasonable attorney's fee of Twenty ----- DOLLARS,  
 which this mortgage also secures.

Part Y of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 8th day of October, 1923.

J. H. Noe SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this Eighth  
 day of October, 1923, personally appeared J. H. Noe,

and -----  
 to me known to be the identical person — who executed the within and foregoing instrument and acknowledged to me that he executed  
 the same as his 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 Jan. 19, 1927. (SEAL) C. A. Lester, Notary Public

I hereby certify that this instrument was filed for record in my office on 9 day of Oct., A. D., 1923.

at 1:15 o'clock P. M.

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