

COMPARED

MORTGAGE RECORD NO. 465

240310 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. L. Marshall and Mary G. Marshall, his wife
 a Thlss of Thlss County, Oklahoma, part 1st the first part, ha Ye
 mortgaged and hereby mortgage to T. O. Rogers
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Nine (9) Block Twenty Seven (27) College Addition to
 the city of Tulsa, County of Tulsa, State of Oklahoma,
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 144 and issued
 Receipt No. 11557 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 18 day of Sept. 1923

W. W. Shockey, County Treasurer

A. 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
Twenty Four Hundred (\$2400.00)

DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable monthly annuity from date

according to the terms of 36 certain promissory note S described as follows, to-wit:

Thirty Five notes in the amount of \$50.00 each, due and payable each and every
 month from July 31st, 1923/ with interest thereon at the rate of 8 per centum
 per annum, payable monthly on the entire unpaid balance. One note in the amount
 of \$650.00 due and payable in thirty six months from date with interest payable
 as above mentioned.

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

Said part ies of the first part hereby agree that in the event action is brought to foreclose this mortgage, ies will pay a
 reasonable attorney's fee of \$200.00 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 31st day of July, 1923

J. L. Marshall

SEAL

Mary G. Marshall

SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, ---, a Notary Public in and for said County and State, on this 31st
 day of July, 1923, personally appeared

J. L. Marshall

and Mary G. Marshall, his wife.

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 18, 1927. (Seal) W. Warren Ferrell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of Sept. A. D. 1923
 at 2:10 o'clock P. M. and recorded in Book 465, Page 17.

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