

MORTGAGE RECORD NO. 465

242105 M H

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. C. Crabbof Tulsa County, Oklahoma, part V of the first part, has mortgaged and hereby mortgages to L. H. Agardpart V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The West Forty five (45) feet of Lots One (1) and Two (2) Block Twenty four (24) Irving Place Addition to the City of Tulsa, Okla., according to the recorded plat thereof

RECORDED
I have certified that this mortgage is correct and true
19.65
Dated this 13 day of Oct. 1923
W. W. Stinson, County Clerk
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

Four hundred nine and 16/100 DOLLARS.with interest thereon at the rate of 8 per cent, per annum, payable Monthly from xxxxxx Dateaccording to the terms of 16 certain promissory note S described as follows, to-wit:

Fifteen certain notes dated Oct. 9 1923 in the amount of \$25.00 each, and one note in the amount of \$34.16. The first note is due and payable on the 9th of November 1923 and one note due and payable on the 9th of each and every month hereafter until all have been in full together with interest at the rate of 8% per annum payable monthly on the unpaid balance.

All notes signed by W. C. Crabb.

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

Said part V 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 16% of this mortgage and \$10.00 DOLLARS, which this mortgage also secures.

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

Dated this 9th day of October, 1923.W. C. Crabb SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 9th day of October, 1923, personally appeared W. C. Crabb

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 16 1927 (Seal) J. O. Dikis Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of Oct, A. D., 1923, at 11.50 o'clock A M.

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