

COMPARED
#242226 NS

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Oscar Roach and Bessie Roach, his wife,
of Tulsa, County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Cyrus S. Avery,
of _____ part Y. of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The South Half (S $\frac{1}{2}$) of the Northwest Quarter
(NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section
Fifteen (15), Township Twenty (20), North, Range
Thirteen (13) East, containing fifteen (15) acres,
more or less; according to the U.S. Government
Survey thereof.

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 Sixty-Five and no/100 -----
----- DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from -----
according to the terms of 10 certain promissory note, 8 described as follows, to-wit:

of the sum of \$26.50 each, dated September 24th, 1923,
payable to the Ryan Motor Company.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$26 and issued
Receipt No 12010 therefor in payment of mortgage
tax on the within mortgage.

Dated this 17 day of Oct, 1923
W. W. Sweeney, County Treasurer
S. B.

Deputy

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 Y. 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, ----- will pay a
reasonable attorney's fee of ----- 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 24th day of September, 1923.

Oscar Roach SEAL

Bessie Roach SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 24th
day of September, 1923, personally appeared Oscar Roach and Bessie Roach, his 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 27th, 1924. (SEAL) Leone Patton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Oct. A. D., 1923
at 10:50 o'clock A. M.

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