

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M.W. Leaw and J.C. Leaw, her husband,  
 of Tulsa, County, Oklahoma, part ies of the first part, have  
 mortgaged and hereby mortgage to Ada Fellows,  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Ten (10) in Block Four (4) in Woodward  
 Park Addition to the City of Tulsa, Oklahoma,

This mortgage is given subject to a mortgage hereto-  
 fore given in the sum of \$4000.00 securing a note  
 given by M.W. Leaw and J.C. Leaw, her husband,

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 W. W. Smith, County Treasurer  
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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 One Thousand and no/100 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable date annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

Note dated October 15th, 1923, given for \$1000.00  
 due on or before two years, signed by M. W. Leaw  
 and J.C. Leaw, her husband, and endorsed by Ray S.  
 Fellows, given to Ada Fellows.

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, ten per cent will pay a  
 reasonable attorney's fee of ten per cent 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 15th day of October, 1923

M. W. Leaw SEAL

J.C. Leaw, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W. L. Dovel, a Notary Public in and for said County and State, on this 15th  
 day of October, 1923, personally appeared M. W. Leaw and J. C. Leaw,  
her husband,

and they  
 to me known to be the identical person ies 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 June 9th 1927. (SEAL) W. L. Dovel Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Oct., A. D. 1923.

at 11 o'clock A. M.

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