

COMPARED
#242349 NS

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W.R. Sprowell and Martha Ersulie Sprowell, his wife.
of Tulsa, County, Oklahoma, part ies the first part, ha VE
mortgaged and hereby mortgage to Robert C. Harford
of part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

TREASURER'S RECEIPT
I hereby certify that \$3200 and issued South-half (S $\frac{1}{2}$) of Lots Twenty-Seven (27) and
Receipt No. 12040 therefor, payment of mortgage Twenty-eight (28), Block Nine (9), Overlook Park
tax on the within mortgage Addition to the City of Tulsa, Oklahoma, according
Dated this 18 day of Oct. 192 3 to the recorded plat thereof.
W. W. Stuckey, County Treasurer
S. B.
Deputy

*** extensions of time for payment may be granted by the holders hereof without notice, in case of legal proceedings to collect this note, or in case this note is handed to an attorney for collection, I, We, or either of us, agree to pay ten per cent of the total amount herein, additional as attorney's fees. Maker shall have the right to pay any multiple of the installment at any installment payment date. Martha Ersulie Sprowell, W. R. Sprowell.
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 Thirty-two Hundred and no/100 eight DOLLARS,
with interest thereon at the rate of one per cent, per annum, payable Monthly from -----
according to the terms of one certain promissory note ----- described as follows, to-wit:
\$3200.00 Tulsa, Okla.
Oct. 16, 1923.

For value received, I, we, or either of us promise to pay to the order of Robert C. Harford the sum of Thirty-two Hundred and no/100 Dollars (\$3200.00) in installments of Forty Dollars (\$40.00) per month including interest, said installments to be paid on or before the 1st day of each and every month hereafter, beginning the 1st day of November 1923; Deferred Payments to bear interest at the rate of 8 per cent per annum from maturity until paid; interest payable monthly; If any of said installments becomes delinquent for 60 days the entire unpaid balance shall at once become due and payable at option of the holder, Negotiable and payable at the First National Bank, Tulsa, Okla. This note is secured by First mortgage on S $\frac{1}{2}$ Lots 27 -28 Block 9, in Overlook Park Addition to Tulsa, Oklahoma. The makers and endorsers hereby severally waive presentment for payment notice of non-payment, protest and notices of protest and agree that ***

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of \$10.00 and ten per cent 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 16th day of October, 192 3.

Martha Ersulie Sprowell SEAL
W.R. Sprowell; SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 16th day of October, 192 3, personally appeared W.R. Sprowell and Martha Ersulie Sprowell;

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 ----- (SEAL) M. W. Turner, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Oct. A. D. 192 3
at 2 o'clock P. M.

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