

## MORTGAGE RECORD NO. 465

#242351 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D. H. Hoover and May E. Hoover, his wife,  
 of Tulsa, Tulsa County, Oklahoma, part ies of the first part, ha  
 mortgaged and hereby mortgaga to Frank Claypool  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The North Half (N $\frac{1}{2}$ ) of Lot Thirteen (13) in  
 Claypool Sub-division according to the recorded  
 plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$144 and issued  
 Receipt No. 12020 there on in payment of mortgage  
 taken the within mortgage.

Dated this 17 day of Oct. 1923  
 W. W. Stuckey, County Treasurer

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 Eleven Hundred Thirty Seven and 50/100 - - - -  
 - - - - - DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable Monthly annually from September the 15th 1923  
 according to the terms of two certain promissory note s described as follows, to-wit:

One note Dated September the 15th 1923,  
 for \$100.00 and due Six Months from date, and one one note of  
 even date for Eleven Hundred Thirty Seven and 50/100 Dollars and  
 due and payable in installments of \$15.00 per month; said in-  
 stallments to be paid on or before the 15th day of each and  
 every month hereafter, beginning the 15th day of October 1923.  
 Deferred payments to bear interest at  
 the rate of 8% per cent per annum from date, interest payable  
 monthly.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 s 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 s, that in the event action is brought to foreclose this mortgage, s will pay a  
 reasonable attorney's fee of and an additional 10% of the unpaid balance - - - - - DOLLARS,  
 which this mortgage also secures.

Part ies 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 15th day of September 1923

D. H. Hoover

May E. Hoover;

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, s, a Notary Public in and for said County and State, on this 4th  
 day of Oct. 1923 personally appeared D. H. Hoover, and May E. Hoover,

and s  
 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 Mar. 29th, 1925. (SEAL) D. C. Tillery Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Oct. A. D. 1923  
 at 2:10 o'clock P. M.

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