

COMPALED

#242458 NS

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Sam Whiteside and Birdie Whiteside
 of Tulsa, County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to Jno. P. McKnight
 of Tulsa, County, Oklahoma, part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Numbered Thirty-two (32) in Block Numbered
 Two (2) in Gurley Hill Addition to the City of Tulsa,
 Tulsa County, State of Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$, 04 and issued
 Receipt No 12042 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 18 day of Oct, 1923
W. W. Stacker County Treasurer

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 Two Hundred Fifty Six & 10/100 - - - - -
 DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable monthly ~~yearly~~ from October 17th, 1923.

according to the terms of one certain promissory note, - - - - - described as follows, to-wit:

Executed October 17th, 1923, by first parties unto second party and payable
 in monthly payment of \$15.00 on principal together with interest on unpaid
 balance of \$256.10 on the 17th day of each month hereafter. As collateral
 security first parties hereby pledge unto second party the rents and profits
 of above described realty as security for payment of said note and upon any
 default second party is entitled to and shall have such rents and profits
 until full payment of said note and all costs are paid.

Upon any default in payment the entire, debt shall at once be due and payable
 and this mortgage foreclosed. First parties agree to maintain fire, tornado
 and riot insurance on the improvements on above described realty in any amount
 not less than \$200.00 with mortgage clause attached to such policies in favor
 of second party who will hold such policy.

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 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 ies 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 Fifty - - - - - 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 17th day of October, 1923.

Witnesses.

Jno. F. Kerrigan,
 Ive M. Boyd

Birdie Whiteside

SEAL

Sam Whiteside

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 18th
 day of October, 1923, personally appeared Sam Whiteside and Birdie Whiteside

and -----
 to me known to be the identical persons ie 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 Oct. 16, 1924 (SEAL) C.P. Monroy Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of Oct, A. D. 1923
 at 11 o'clock A. M.

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