

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That May Kirby  
 of Sand Springs Oklahoma, Tulsa, County, Oklahoma, part Y of the first part, ha E  
 mortgaged and hereby mortgage to Chas. Page,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty Five (25) Block Eleven (11) in the  
 Sunrise Addition to the City of Sand Springs  
 Oklahoma,

TRUSTEES ENFORCEMENT  
 I hereby certify that I received \$10 and issued  
 Receipt No. 12092 in payment of mortgage  
 dated 20 Oct. 1923  
 L.B.  
 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 Sixty Eight & 50/100 (68.50) - - - -  
 - - - - - DOLLARS.  
 with interest thereon at the rate of Eight per cent, per annum, payable Semi annually from date  
 according to the terms of one certain promissory note, described as follows, to-wit:

Note dated September 28, 1923, for Sixty Eight Dollars  
 & 50/100, Said Note payable at the rate of Twelve Dollars  
 per month.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y, hereby  
 covenant and agree E, 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 Y of the first part hereby agree E, that in the event action is brought to foreclose this mortgage, - - - - - will pay a  
 reasonable attorney's fee of Fifteen - - - - - DOLLARS,  
 which this mortgage also secures.

Part Y of the first part, for said consideration, do ES hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 28th day of September, 1923

May Kirby SEAL  
 SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - - a Notary Public in and for said County and State, on this 28  
 day of Sept., 1923, personally appeared May Kirby

and  
 to me known to be the identical person she who executed the within and foregoing instrument and acknowledged to me that she executed  
 the same as her 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 July 1, 1926 (SEAL) E. F. Dixon Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Oct., A. D., 1923

at 11 o'clock A. M.

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