

COMPARED

MORTGAGE RECORD NO. 465

#242672 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. H. Franks and Laura Franks, his wife,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Tulsa Motor Securities Corporation,
 of Tulsa, part V. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The East half of Lot Two (2) in Block Five (5) in
 Hackstorn Addition to the City of Tulsa, Tulsa
 County, Oklahoma, according to the recorded plat
 thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$30 and issued
 Receipt No. 12100 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 20 day of Oct, 1923
W. W. Barclay, 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 Fifteen Hundred and no/100 -----
 ----- DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note ----- described as follows, to-wit:

Note for the sum of \$1500.00 and bearing interest at
 the rate of 10 per cent per annum from date, executed by
 J.H. Franks and Laura Franks, payable to Tulsa Motor
 Securities Corporation, and becoming due and payable one
 year from date, and dated this 16th day of October, 1923;

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 parties 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 and ten per cent ----- DOLLARS,
 which this mortgage also secures.

Parties of the first part, for said consideration, do not hereby expressly waive appraisement of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 16th day of October, 1923

J. H. Franks SEAL

Mrs. Laura Franks 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, 1923, personally appeared J. H. Franks and Laura Franks, his wife,

and
 to me known to be the identical person se 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 Sept. 16, 1924. (SEAL) Paul A. Wilson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 20 day of Oct., A. D. 1923

at 11:25 o'clock A. M.
Brady Brown (SEAL) O. G. Weaver, County Clerk.