

COMPARED

## MORTGAGE RECORD NO. 465

#243097 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary Masters Briggs and Chas. C. Briggs, her husband,

of Sand Springs, Tulsa, County, Oklahoma, parties of the first part, has Y  
 mortgaged and hereby mortgage to T.E. Harris,  
 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-two (22) Block Eight (8) Sunrise Addition  
 to the City of Sand Springs, as shown by the recorded  
 plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$08 and issued  
 Receipt No. 12308 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 27 day of Oct 1923  
W. W. Buckley, County Treasurer  
S.B.

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same.

Deputy

This mortgage is given to secure the principal sum of Four Hundred Twenty-five and 50/100 - - -

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable Semi- annually from Maturity  
 according to the terms of two certain promissory note S described as follows, to-wit:

One note for \$110.00 due and payable December 1, 1923,  
 One note for 107.50 due and payable March 1, 1924.  
 One note for 105.00 due and payable June 1st, 1924,  
 One note for 103.50 due and payable Sept. 1st, 1924.

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 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 ies of the first part hereby agree that in the event action is brought to foreclose this mortgage, ----- will pay a  
 reasonable attorney's fee of Fifty and no/100 - - - - - 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 11th day of October, 1923.

Mary Masters Briggs SEAL

Chas. C. Briggs, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 11th  
 day of October, 1923, personally appeared Mary Masters Briggs, and Charles C. Briggs, her husband,

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 Feb. 21, 1927. (SEAL) Art Stanton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Oct. A.D. 1923  
 at 1:40 o'clock P. M.

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