

MORTGAGE RECORD NO. 465

#247103 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D. O. J. Spratt and Minnie Maye Spratt, husband and wife. of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Elsie H. Gubser, of part V. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twelve (12) in Block Fifteen (15) in the Cherokee Heights Addition to the City of Tulsa,

TRUSTEE'S ENDORSEMENT
 I hereby certify that I received \$150 and the balance 12198 through payment of mortgage on the above described premises.
 Witness my hand and seal this 26 day of Oct, 1923
 J.B.

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 Twenty-five Hundred ----- DOLLARS, with interest thereon at the rate of eight per cent, per annum, payable semi- annually from October 17, 1923, according to the terms of One certain promissory note, described as follows, to-wit:

Note dated October 17, 1923, due and payable October, 17, 1926.

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 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, will pay a reasonable attorney's fee of Two Hundred 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 17th day of October, 1923

D. O. J. Spratt SEAL

Minnie Maye Spratt, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 17th day of October, 1923, personally appeared D. O. J. Spratt and Minnie Maye Spratt,

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 Dec. 2, 1925. (SEAL) Arthur Ries, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Oct. A. D. 1923 at 2 o'clock P. M.

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