

COMPARED

MORTGAGE RECORD NO. 465

243543 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. N. Mitchell, & wife, Delia Mitchell,
Tulsa, County, Oklahoma, parties of the first part, her VE
 mortgaged and hereby mortgage to S. P. McDaniel
 of 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 42 in Block 1, in Rayburns
 Sub-division of Lot 3, in Section 9, in Twp.
 19- North, Range 12 East.

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same, to be clear & unincumbered.

This mortgage is given to secure the principal sum of Three Hundred (\$300.00) 00/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable Semi- annually from date
 according to the terms of ONE certain promissory note, ----- described as follows, to-wit:

Dated Oct. 31st, 1923, & due one year after date
 & payable at the office of W.M. Fewel.

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 party 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 Ten percent of the principal & \$40.00 ----- DOLLARS,
 which this mortgage also secures.

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

Dated this 31st day of October, 1923.

L. N. Mitchell SEAL

Delia Mitchell, SEAL

STATE OF OKLAHOMA; County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 31st
 day of October, 1923, personally appeared L. N. Mitchell and his wife, Delia Mitchell,

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 June 18, 1927. (SEAL) Nettie J. Powell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of Nov. A. D. 1923

at 2 o'clock P. M.

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