

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Elsie Britton and W. L. Britton, her husband,
 of Tulsa, County, Oklahoma, part ies of the first part, here
 mortgaged and hereby mortgage to W. Warren Ferrell
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Ten (10) in Block Two (2) of Kraatz-
 Gerlach Addition to the City of Tulsa,
 Tulsa County, Oklahoma, according to the
 recorded plat thereof.

TRASURER'S ENDORSEMENT
 I hereby certify that I received \$ 1.80 and have
 Receipt No. 12312 therefor in payment of mortgage
 tax on the within instrument
 Dated the 6 day of Nov. 1923
W. W. Ferrell
W. W. Ferrell
 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 Three Thousand One Hundred and no/100 - - - - -

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date

according to the terms of 37 certain promissory note S described as follows, to-wit:

Thirty Seven Notes Dated Oct. 23rd, 1923, One in the sum of
 \$100.00 due sixty days from date hereof, Thirty five notes in
 the sum of \$50.00 each the first of which becomes due Nov. 23rd
 1923 and one on the 23rd of each month thereafter for a period of
 Thirty five months and one note in the sum of \$1250.00 due thirty
 six months from date hereof. All notes bear interest from date at
 the rate of 8% per annum, computed and payable monthly on the entire
 unpaid balance each month.

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 Ten per cent and Fifteen DOLLARS,
 which this mortgage also secures.

Part ies of the first part, for said consideration, do - - - - - hereby expressly waive ~~all benefit of~~ all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 23rd day of October, 1923

Elsie Britton SEAL

W. L. Britton, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - - a Notary Public in and for said County and State, on this 29th
 day of October, 1923, personally appeared Elsie Britton and W. L. Britton, 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 7-7-27 (SEAL) Clayton A. Lynch, Notary Public

I hereby certify that this instrument was filed for record in my office on 5 day of Nov. A. D. 1923
 at 9:35 o'clock A. M.

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