MORTGAGE RECORD NO. 465

#243760 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. E. Williams and Bertha M. Williams, a of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to E.F. Young, of part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Eight (8) Block Eight (8) North Turley Addition to the Town of Turley Tulsa County, Oklahoma, according to the Recorded Plat thereof.

Excepting mortgage dated March 10th, 1921 to Elsie Britton of Turley, Oklahoma, for two Hundred Twenty-Five Dollars which there is a balance due to about Seventy Dollars at Date November 5th, 1923.

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

E.F. Young,
This mortgage is given to secure the principal sum of Four Hundred Eighty and 35/100 - DOLLARS, with interest thereon at the rate of 10 per cent, per annum, payable annually from November 5, 1923, according to the terms of one certain promissory note - - - described as follows, to-wit:

Dated Nov. 5, 1923. To pay to E.F. Young Four Hundred Eighty Dollars and 35/100 Due July 1st, 1924. Interest 10% from date. Evidence of the within indebtedness.

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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.

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 - 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, - - - - will pay a reasonable attorney's fee of Fifty and no/100 - - - - - - - - - - - - - - - - - - - DOLLARS, which this mortgage also secures.

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

Dated this 5th day of November 1923

J.E. Williams SEAL.
Bertha Williams. SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - - - - - - - - -, a Notary Public in and for said County and State, on this 5th day of Nov. 1923, personally appeared J. E. Williams and Bertha M. Williams, his wife, and to me known to be the identical persons 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 March 28th, 1925. (SEAL) W.L. Britton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Nov. A. D. 1923 at 10:10 o'clock A. M.

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