

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. S. Moga and Pearl Moga, his wife,
 of Tulsa, County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to M.S. Nosby,
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots numbers Forty-seven (47) and Forty-Eight (48)
 in Block Thirty-six (36) in West Tulsa, Addition
 to the City of Tulsa, Tulsa County, Oklahoma, shown
 on what is termed the "Amended Plat" of said West
 Tulsa Addition.

RECORDING EMPLOYMENT
 12308
 6 Nov 3
 W. W. Bland, County Clerk
 S.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 Five Hundred and no/100 (\$500.00) -----
 ----- 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:

One note dated Oct. 29, 1923, due Apr. 29, 1924, for \$500.00

This mortgage is given subject, and is inferior, to a certain
 mortgage for \$10,000. and interest, given by said parties to
 Georgia State Savings Association and dated August 28, 1923.

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.

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 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 part ies 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 Fifty and no/100 (\$50.00) ----- DOLLARS,
 which this mortgage also secures.

Part ies for 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 29th day of October, 1923

C.S. Moga SEAL

Pearl Moga 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 C.S. Moga and Pearl Moga, his wife,

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 March 10, 1925. (SEAL) Fred S. Broach, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of Nov. A. D. 1923
 at 10:00 o'clock A. M.

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