

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Earl Butts and Francis Butts, husband & wife,  
 of Skiatook, Tulsa, County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to First Nat. Bank, Skiatook, Oklahoma.

Skiatook part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots 13 and 14 Block 28 of the Original town of  
 Skiatook, Tulsa Co. Okla.

RECEIVED  
 I hereby certify the  
 Receipt of \$2346  
 tax on the value of  
 Dated this 8  
 1923  
 Deputy Treasurer

\*\*\* dollars and ten per cent of the amount due, together with all expenses  
 incurred in the collection of the principal interest, or any part  
 thereof.

(Copy)

Signed Earl Butts;  
 Signed Francis Butts,

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 Two Hundred Ten & no/100 -----  
 ----- DOLLARS.

with interest thereon at the rate of 10 per cent, per annum, payable ----- annually from -----

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

Skiatook, Okla. Nov. 2nd, 1923, \$210.00

Feb. 2nd, 1924, after date, we, or either of us, promise to pay to the  
 order of THE FIRST NATIONAL BANK OF SKIATOOK, SKIATOOK, OKLAHOMA,  
 Two Hundred Ten & no/100 ..... Dollars, for value received, negotiable  
 and payable at the office of THE FIRST NATIONAL BANK OF SKIATOOK,  
 Skiatook, Oklahoma, without defalcation or discount, with interest at the  
 rate of 10 per cent, per annum from date until paid, defaulting interest  
 to draw same rate as principal. We the makers and endorsers jointly and  
 severally waive presentment for payment, notice of non-payment, pro-  
 test, or notice of protest and consent that time or payment may be extended  
 without notice thereof to any of the sureties of this note. It is further  
 expressly agreed that if this note is placed in the hands of an attorney, or  
 collector, for collection, whether suit is brought on same or not, then  
 and in that event, to pay the owner or holder of this note a fee of ten \*\*\*

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st hereby  
 covenant, and agree, and 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 ~~between~~ 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 2nd shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said parties of the first part hereby agree and that in the event action is brought to foreclose this mortgage, and will pay a  
 reasonable attorney's fee of 50.00 ----- DOLLARS,  
 which this mortgage also secures.

Part 1st 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 2nd day of Nov., 192 3

Earl Butts ----- SEAL

Francis Butts, ----- 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 November, 192 3, personally appeared Earl Butts and Francis Butts, his wife,

and -----  
 to me known to be the identical person and 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 hand and official seal the day and year last above written.  
 My commission expires Sept. 22nd, 1924. (SEAL) Amasa H. Wirth, Notary - Public.  
Skiatook, Okla.

I hereby certify that this instrument was filed for record in my office on 7 day of Nov., A. D. 192 3

at 8:30 o'clock A. M.  
 By Brady Brown Deputy, (SEAL) O.G. Weaver, County Clerk.