

COMPARED

#244141 NS

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. U. Williams and Nellie E. Williams, husband and wife, of Tulsa, County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to F. N. Glore, of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Ten (10) Block Three (3) Ridgedale Terrace Second Addition to the City of Tulsa, Oklahoma, as shown by the recorded plat thereof.

RECEIVED FOR DEPOSIT

12358 received \$28. and issued  
for payment of mortgage

8 Nov. 1923

W. W. Williams, County Treasurer

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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 Hundred Sixty-Seven and 77/100 DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from Date according to the terms of one certain promissory note described as follows, to-wit:

Dated October 29, 1923, 30 days after date for value received, we are, either of us, as principals promise to pay to the order of F. N. Glore, at the Central National Bank of Tulsa, Oklahoma, with interest at ten percent from date.

This mortgage is given subject to a first mortgage in the sum of \$2800. dated Sept. 27, 1923, to The Oklahoma City Bldg. & Loan Ass'n.

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 part 1st 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 Twenty-five and no/100 DOLLARS, which this mortgage also secures.

Parties 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 29th day of October, 1923.

O. U. Williams SEAL

Nellie E. Williams, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 2th day of October, 1923, personally appeared Nellie E. Williams and O. U. Williams, wife & Husband,

and to me known to be the identical person, 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 2-27-1926 (SEAL) Clyde L. Sears, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Nov., A. D. 1923

at 4 o'clock P. M.

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