

COMPARED
#244605 NS

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lottie Brock and H. Brock, her husband,
of Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Clarence E. Russell,
of part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The West Seventy (70) feet of Lot Eleven (11),
and Twelve (12) Block Twelve (12), Capital Hill
Second Addition to the City of Tulsa.

12459
16 Nov. 1923
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 Six Hundred Seventy Five & no/100 - - - - -

- - - - - DOLLARS

with interest thereon at the rate of 8% per cent, per annum, payable monthly from December 1st, 1923.

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

One note of Six Hundred Seventy Five & No/100
Dollars, payable Thirty Five (\$35.00) Dollars per
month, with interest beginning December 1, 1923.
The last payment being Ten (\$10.00) Dollars and
Interest.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 S shall be entitled to the immediate possession of
the premises and all rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, will pay a
reasonable attorney's fee of Twenty Five & No/100 - - - - - DOLLARS,
which this mortgage also secures.

Part Y 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 5th day of November, 1923.

Lottie Brock

Lottie Brock

SEAL

H. Brock

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 5th
day of November, 1923, personally appeared Lottie Brock and H. Brock,

and to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they
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 July 5, 1927. (SEAL) D.G. Elliott Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Nov., A.D. 1923

at 1 o'clock P. M.

By Brady Brown

Deputy

(SEAL)

O.G. Weaver,

County Clerk