

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Orme C. Brooks and Nellie L. Brooks, his wife,
 of Tulsa, County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to D. C. Sneed
 of part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Thirteen (13) in Block Two (2) of the
 Hobb's addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

RECEIVED FOR RECORD
 I have received and issued
 Record 11660 and issued
 tax on the value of mortgage
 Dated this 25 day of Sept. 1923
 W. W. S. B. Quinn
 Deputy

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 Sixteen Hundred and Sixty Two & 40/100 ---
 --- DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable monthly from date
 according to the terms of 49 certain promissory note 8 described as follows, to-wit:

48 notes of \$25.00 each, first note due October 10th, 1923,
 and \$25.00 due on the 10th day of each month thereafter, until
 the full amount shall become due and paid.

One note of \$462.40 due in 48 months from date of said note.

Each and every note to bear interest at 8% per annum, payable
 monthly on the unpaid balance. Privilege is given the second
 party to pay any or all of the unpaid balance at any time, with
 accrued interest paid to date.

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 parties of 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 \$10.00 and 10% of amount remaining unpaid ~~XXXXXX~~
 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 6th day of September, 1923.

Orme C. Brooks SEAL

Nellie L. Brooks, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 6th
 day of September 1923, personally appeared Orme C. Brooks and Nellie L. Brooks,
his wife,

~~xxx~~
 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 August 19th, 1926. (SEAL) Harry L. Jenkins, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Sept. A. D. 1923
 at 9:20 o'clock A. M.

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