

## MORTGAGE RECORD NO. 465

#244706 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frank W. Ross and Maude Ross, his wife,  
Tulsa, County, Oklahoma, part 1st of the first part, ha ve  
 mortgaged and hereby mortgage to John E. Rodger  
 of Tulsa County, State of Oklahoma, part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Block Eleven (11) in Norvell  
 Park Addition to the City of Tulsa, Oklahoma,  
 according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 72 and issued  
 Receipt No. 12409 therefor in payment of mortgage  
 for on the within mortgage.

Dated 14 Nov. 1923

S.B.  
 In Duty

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 Thirteen Hundred Eight & 62/100 - - - - -

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date

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

One certain installment promissory note in the amount of \$720.00  
 dated Nov. 1st, 1923, payable in installments of \$20.00 per  
 month, the first payment being due and payable on the 1st day of  
 Dec. 1923, and one payment being due and payable on the 1st day  
 of each and every month thereafter until have been paid in full  
 together with interest at the rate of 8% per annum payable semi-  
 annually. And one certain promissory note dated Nov. 1st, 1923  
 in the amount of \$588.62 due three years after date together with  
 interest at the rate of 8% per annum payable semi-annually.

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. 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 part Y shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part ies 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 Ten dollars & 10% DOLLARS,  
 which this mortgage also secures.

Part ies 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 1st day of Nov. 1923

Frank W. Ross

Maude Ross

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, at:

Before me, ----- a Notary Public in and for said County and State, on this 1st  
Nov. 1923 personally appeared Frank W. Ross and Maude Ross, 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 Feb. 4th, 1925. (SEAL) Lewis G. Melone Notary Public

I hereby certify that this instrument was filed for record in my office on 17 day of Nov. A. D. 1923  
 at 10:50 o'clock A. M.

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