

COMPARED  
#245069 NS

## MORTGAGE RECORD NO. 465

# REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. A. Simmons and Georgia Simmons, husband and wife,  
a of Tulsa, County, Oklahoma, parties of the first part, have ye  
mortgaged and hereby mortgage to E. A. Emmons and Mary E. Emmons,  
of Tulsa County, State of Oklahoma, to-wit: ies of the second part, the following described real estate and premises situated in

Lot Three (3) in Block Ten (10) East Lynn Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

I hereby certify that I received \$472 and issued  
Receipt # 12602 for the payment of mortgage

22. Mr. 2

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,..... One thousand seven hundred and fifty and no/100

[illegible]

according to the terms of 131 certain promissory note, \$ described as follows, to-wit:

One hundred and thirty-one notes of \$20.00 each all dated November 20, 1923, payable monthly after date with interest at the rate of 10% per annum after the maturity of each note; first note due December 20, 1923, and one on the 20th day of each and every month thereafter until all are paid.

Signed H.A.Simmons,  
Georgia Simmons.

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 ies 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, \_\_\_\_\_ will pay a reasonable attorney's fee of One Hundred and no/100 - - - - - DOLLARS, which this mortgage also secures.

Part <sup>les</sup> of the first part, for said consideration, do, = = = hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 21st day of November 1923

H.A. Simmons

Georgia Simmons, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 21st day of November 1923, personally appeared H.A. Simmons and Georgia Simmons, husband and 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 October 26, 1927. (SEAL) Ava Simmons Notary Public.

I hereby certify that this instrument was filed for record in my office on 22 day of Nov. A. D., 1923

at 11:10 o'clock A. M.

By Brady Brown Deputy, O.G. Weaver, County Clerk.