

## MORTGAGE RECORD NO. 465

#240683 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. E. McCutchan, a single man,  
 of Tulsa, County, Oklahoma, part Y of the first part, ha S  
 mortgaged and hereby mortgage to Frank C. Thompson,  
 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 Four (4) in Block One (1) in East  
 Highland Addition to the City of Tulsa,

Subject to a prior encumbrance of \$3500.00 in favor  
 of the Oklahoma City Building and Loan Association, on  
 which monthly payments have been made for five months.

11630 34  
 24 Sept. 3  
 E. Barling

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 Seventeen Hundred and no/100 - - - - -

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable Monthly annually from date.

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

Due one year after date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party Y, hereby  
 covenant S and agree S 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 Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a  
 reasonable attorney's fee of \$10.00 plus 10% of the balance due - - - - - DOLLARS,  
 which this mortgage also secures.

Part Y of the first part, for said consideration, do SS hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of September, 192 3

J. E. McCutchan SEAL

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 September, 192 3, personally appeared J. E. McCutchan, a single man,

XXXX  
 to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that he executed  
 the same as his 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 7, 1927 (SEAL) Floy Thornton Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Sept. A. D. 192 3

at 1:10 o'clock P. M.

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