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MORTGAGE RECORD NO. 465

#245727 NB

REAL ESTATE MORTGAGE D.C. Upton and Eliza Upton, his wife, KNOW ALL MEN BY THESE PRESENTS, That,... Broken Arrow, Tulsa, ...,County, Oklahoma, part 10%; the first part, ha. Ye The Arkansas Valley State Bank of. Broken Arrow, Oklahoma, Tulsa County, State of Oklahoma, to-wit: Lots Three (3) and Four (4) in Block Twenty-four (24) in Broken Arrow, Oklahoma. STATE OF OKLAHOMA, } SS. STATE OF OKLAHOMA, COUNTY OF TULSA; SS.

Before me the undersigned, a Notary Public in and for said County and State on this 30th day of November; 1923, personally appeared Eliza Upton wife of D.C. Upton, to me known to be the identical person who executed the within and foregoing instrument by her mark in my presence and in the presence of Will J. Swift and Stella L. Jensen as witnesses, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness are activated and official seal the day and year last above written. Witness my hand and official seal the day and year last above written. (SEAL) R. A. Wallingford, Notary Public. My commission expires Nov. 4, 1926. with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same. Two Hundred (\$200.00) and No/100 - - - - - on at the rate of tener cent, per annum Kankok K-X-X-X-X-X-X-XmKmk-1rom March 1, 1924. To County Transfer Dated at Broken Arrow, Oklahoma, November 30, 1923, due March 1, 1924, payable to the mortgagee hereto in the sum of \$200.00, for value received, at its banking office in Broken Arrow, Oklahoma, with interest after maturity at ten per cent, per annum until paid, and an attorney's fee of \$20.00 if placed in the hands of an attorney for collection or suit is filed thereofy. Dates to William John Co. See W. W. St. Co. Hecein No. 22 2211. Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part. 168 hereby toyonant...... 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 it 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 CS. of the first part hereby agree that in the event action is brought to foreclose this mortgage, they Twenty - - - - - - - - - - - - - - which this mortgage also secures. Part 165 of the first part, for said consideration, do hereby expressly walve appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma. Dated this 30th day of November 192 3
The name of Eliza Upton was written by me at her request and in her presence, and mark made by her in my presence. Will J.Swift,

Witness to mark; Stella L. Jensen.

D.C. Upton her her witness to mark; Stella L. Jensen. STATE OF OKLAHOMA, County of Tulsa, sst ____ a Notary Public in and for said County and State, on this.... November 192 3 personally appeared D.C. Upton, to me known to be the identical person........ who executed the within and foregoing instrument and acknowledged to me that... his Witness my signature and official seal the day and year last above written, 'My commission expires Nov.' 4, 1926. (SEAL) R. A. Wallingford, I hereby certify that this instrument was filed for record in my office on...... 9;30 o'clock A. M. Brady Brown Depu(SEAL) O.G. Weaver,