

COMPARED

MORTGAGE RECORD NO. 465

#245923 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Earl C. Baker and Elsie Baker, husband and wife,
 of Tulsa, County, Oklahoma, part 1st the first part, have
 mortgaged and hereby mortgage to Elmer Newcomer
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Numbered Ten (10) in Block Numbered One (1)
 in Bunkerhill Addition to Tulsa, Oklahoma, according
 to the recorded plat thereof.

(This a second mortgage is executed subject to a first
 mortgage in the sum of \$_____ to _____ which is
 of record in the records Tulsa, County Okla.)

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 12 and issued
 Receipt No. 12783 therefor in payment of mortgage
 interest on the within mortgage.

Dated this 2 day of Dec, 1923

W. S. Sackey, County Treasurer

Deputy

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same to the same W. S. Sackey, County Treasurer
 This mortgage is given to secure the principal sum of Two Hundred (\$200.00) DOLLARS,
 with interest thereon at the rate of 6 per cent, per annum, payable _____ annually from _____
 according to the terms of one certain promissory note _____ described as follows, to-wit:

One note in the sum of \$200.00 bearing interest at the rate
 of 6% interest becoming due and payable Oct. 24th, 1926.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby
 covenant E and agree E 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 V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part V of the first part hereby agree E that in the event action is brought to foreclose this mortgage, _____ will pay a
 reasonable attorney's fee of \$20.00 DOLLARS,
 which this mortgage also secures.

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

Dated this 24th day of Oct, 1923.

Earl C. Baker

SEAL

Elsie Baker

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this 24
 day of October, 1923, personally appeared Earl C. Baker and Elsie Baker, 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 Aug. 6, 1924 (SEAL) R. J. Duvall Notary, Public.

I hereby certify that this instrument was filed for record in my office on 4 day of Dec, A. D. 1923
 at 1:40 o'clock P. M.

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