

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J.T. Early and Annie Early, his wife,  
 of Tulsa, County, Oklahoma, part ies the first part, have  
 mortgaged and hereby mortgage to Mollie E. Lowe,  
 of part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) of Block Thirty-three (33) of Owen  
 Addition to the City of Tulsa, Tulsa County,  
 Oklahoma, according to the recorded amended plat  
 thereof.

THIRTY-THREE (33) OF OWEN  
 ADDITION TO THE CITY OF TULSA, TULSA COUNTY,  
 OKLAHOMA, according to the recorded amended plat  
 thereof.

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 Six Thousand and no/100 -----  
 ----- DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from maturity  
 according to the terms of 60 certain promissory note 8 described as follows, to-wit:

Notes numbered 1 to 60 inclusive, each dated December  
 3rd, 1923, for the one hundred Dollars, executed by  
 J. T. Early and ..... payable to the order of Mollie  
 E. Lowe, bearing no interest until date of maturity  
 and then bearing interest at the rate of 8 per cent  
 per annum, said notes becoming due and payable according  
 to number commencing on January 10th, 1924, and on the  
 10th day of each and every month thereafter for a total  
 of sixty consecutive months.

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, in the sum of \$3,000.

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 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 per cent of unpaid balance. ----- DOLLARS,  
 which this mortgage also secures.

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

Dated this 3rd day of December, 1923.

J. T. Early SEAL

Annie Early SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 4th  
 day of December, 1923, personally appeared J. T. Early and Annie Early  
husband and wife,

and -----  
 to me known to be the identical person 8 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 Sept. 16, 1924. (SEAL) Paul A. Wilson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Dec. A. D. 1923  
 at 3:25 o'clock P. M.

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