

## MORTGAGE RECORD NO. 465

#240764 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. Howarth and her husband Floyd O. Howarth,  
 of Tulsa, County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to Theodore Cox,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The East One Hundred and Forty feet of Lot Twenty  
 Three (23) in Block One (1), Ridgewood Addition to  
 the City of Tulsa, according to the recorded 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 Twenty Two Hundred and Fifty and No/100 ---  
 --- DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable at maturity of each note date  
 according to the terms of three certain promissory note 8 described as follows, to-wit:

Note number One for seven hundred and fifty dollars due  
 in four months from date with interest at 8%; notes  
 dated August 28th, 1923.

Note number two for Seven Hundred and Fifty Dollars, due,  
 in eight months with interest at 8%.

Note for seven Hundred and Fifty dollars, due in twelve  
 months with interest at 8% payable to Theodore Cox at the  
 Exchange National Bank, of Tulsa, Oklahoma.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st hereby  
 covenant 8 and agree 1 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 1st of the first part hereby agree 1 that in the event action is brought to foreclose this mortgage, 1 will pay a  
 reasonable attorney's fee of Two Hundred and no/100 --- DOLLARS,  
 which this mortgage also secures.

Part 1st of the first part, for said consideration, do 1 hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 28th day of August, 1923

W. Howarth SEAL

Floyd O. Howarth, SEAL

STATE OF OKLAHOMA, County of 1st :

Before me, 1 a Notary Public in and for said County and State, on this 1  
 day of 1, 1923, personally appeared 1

and 1  
 to me known to be the identical person 1 who executed the within and foregoing instrument and acknowledged to me that 1 executed  
 the same as 1 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 1 Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of 1, A. D. 1923

at 1 o'clock 1 M.

By 1 Deputy 1 County Clerk