

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

George F. Moran and Pearl S. Moran, his wife,

a of Tulsa, County, Oklahoma, part^{ies} of the first part, ha^{ve}
mortgaged and hereby mortgage to, Daniel Butler
of part^y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Eleven (11) Block Two (2) in Ohio Addition to the City of
Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$120 and issued
Receipt No. 2812 therefor in payment of mortgage
tax on the within mortgage.

Dated this 7th day of Dec., 1923

W. W. Bailey, County Treasurer

W. W. Bailey

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 Two Thousand - - - (\$2000.00) - - -

- - - b - - - DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable - - - annually from - - - date

according to the terms of 5 certain promissory note - - - described as follows, to-wit:

One note dated December 4th, 1923, for \$400.00, payable
one year after date, with interest at 8% per annum, pay-
able to Daniel Butler; and four notes dated December 4th,
1923, each for \$400.00, and payable two, three, four and
five years after date, with interest at 8% per annum,
all payable to Daniel Butler,

Privilege is hereby given parties of the first part to pay
any one or all of said notes before the same become due and
payable.

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.

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 parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a
reasonable attorney's fee of 10% of amount due - - - which this mortgage also secures.

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

Dated this 4th day of December, 1923

Geo. F. Moran SEAL

Pearl S. Moran 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 George F. Moran and Pearl S. Moran, his wife,

and
to me known to be the identical person^s 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 Dec. 19, 1925. (SEAL) J. T. Bailey. Notary Public.

I hereby certify that this instrument was filed for record in my office on 7th day of Dec., A. D., 1923

at 9:40 o'clock A. M.

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