

## MORTGAGE RECORD NO. 465

#240779 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Otho Slaymaker and Beulah Slaymaker, husband and wife  
 of Tulsa, County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to John Hobaugh and Ola Hobaugh,  
 of Tulsa, County, Oklahoma, part 1st of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lots No Twenty and Twenty-one (20 & 21)  
 in Block No. Fifty-one (51), in the City of  
 Sand Springs, Tulsa County, State of Okla.

According to the official Recorded Survey thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I have received \$ 48 and issued  
 Receipt No. 11661 thereon as a payment of mortgage  
 tax on the within mortgage.

Dated this 25 day of Sept 1923

W. W. Saylor, Treasurer

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 Twelve Hundred and No/100 . . . . . DOLLARS,

with interest thereon at the rate of 6% per cent, per annum, payable monthly ~~xxxxx~~ from Date

according to the terms of Twenty-four promissory notes 8 described as follows, to-wit:

All Notes of even date hereof made and signed by the parties  
 of the first part, payable to the order of the parties of the  
 Second part, each note for the principal sum of Fifty (\$50.00)  
 Dollars, with interest thereon from date, at the rate of 6%  
 per annum, payable monthly, Note No. 1, being due Oct. 1, 1923,  
 and each subsequent note due each thirty days thereafter, until  
 all notes have been fully paid, according to the terms and tenor  
 thereof.

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 8 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 1st 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 8, that in the event action is brought to foreclose this mortgage, 8 will pay a  
 reasonable attorney's fee of One Hundred . . . . . DOLLARS,  
 which this mortgage also secures.

Part 1st of the first part, for said consideration, do 8 hereby expressly waive appraisal of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 18th day of September, 1923

Otho Slaymaker . . . . . SEAL

Beulah Slaymaker, . . . . . SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Art Stanton, a Notary Public in and for said County and State, on this 18th  
 day of September, 1923, personally appeared Otho Slaymaker and Beulah Slaymaker

and they  
 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 Feb. 21, 1927. (SEAL) Art Stanton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 25 day of Sept, A. D. 1923  
 at 11:30 o'clock A. M.

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