

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. W. Scott and Meta M. Scott, his wife,
 of Tulsa County, Oklahoma, part Y of the first part, ha ve
 mortgaged and hereby mortgage to Elsie H. Gubaer,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot seven (7) in Block Four (4) Friend and Gillette
 Addition to the City of Tulsa, Oklahoma, according to
 the recorded plat thereof.

Mortgagors may on thirty days' written notice being given
 pay on any anniversary of the date of this mortgage before
 the due date thereof One thousand dollars or any multiple
 thereof.

I hereby certify that I received of J. W. Scott and Meta M. Scott
 the sum of 12848 dollars in payment of mortgage
 on the 10 day of Dec, 1923
A. James

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 Thousand and no/100 A. James
eight DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable quarterly annually from date of notes and mortgage
 according to the terms of three certain promissory notes, described as follows, to-wit:

All dated December 10, 1923 and bearing eight per cent
 interest.
 One for One thousand dollars due June 10, 1924.
 One for one thousand dollars due December 10, 1924.
 and one for ten thousand dollars due December 10, 1926.

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, ies will pay a
 reasonable attorney's fee of Twelve Hundred and no/100 DOLLARS,
 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 10th day of December, 1923

J.W.Scott SEAL

Meta M.Scott, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 10th
 day of December, 1923, personally appeared J.W.Scott and Meta M.Scott, 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 Sept. 11, 1926. (SEAL) Kenneth C. Dorn, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of Dec. A. D. 1923

at 11:30 o'clock A. M.

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