

COMPARED

MORTGAGE RECORD NO. 465

#246783 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Maud Cox Jones Warren, Creek Allottee, No. 9574, and Fay W. Warren, wife and husband, Tulsa, Tulsa, County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to Chas. Page, of Tulsa, County, Oklahoma, part ies of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Westerly ten (10) acres of the Westerly Twenty-one and Eighteen One-Hundredths (21.18) acres of Lot Two (2) in Section Three (3) Township 19 North, Range 12 East, according to the U.S. Survey thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$14
Receipt No. 293 therefor in payment
tax on the within mortgage.
Dated this 15 day of Dec
W. W. Sackey, County Treasurer
S.B.

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 Seven Hundred Fifty and no/100 DOLLARS,

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

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

One note for the principal sum of \$750.00 due and payable July 1st, 1924, said note executed by the above named mortgagors and due and payable to the above named mortgagee or order.

This mortgage is given subject to any prior mortgagee of record.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 party 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 Seventy-five and no/100 DOLLARS, which this mortgage also secures.

Parties 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 7th day of November, 1923

Maud Cox Jones Warren SEAL

Fay W. Warren SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 7th day of November, 1923, personally appeared Maud Cox Jones Warren, Creek Allottee No. 9574, and Fay W. Warren, wife and husband,

to me known to be the identical person 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 July 1, 1926 (SEAL) E. F. Dixon, Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of Dec. A. D. 1923 at 3:40 o'clock P. M.

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