

COMPARED

## MORTGAGE RECORD NO. 465

#246810 NS

# REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary A. Russell and J. W. Russell, her  
husband, of Tulsa, County, Oklahoma, part — of the first part, have  
mortgaged and hereby mortgage to The First National Bank of Sand Springs,  
of part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lots One (1), Two (2), and Three (3) and Four (4) in Block Thirty (30) of the original town of Sand Springs.

This mortgage is subject to a certain mortgage for \$5000.00

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 60 and issued  
Receipt No. 12943 therefor in payment of mortgage

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United States 17 Dec 1922

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same. W. W. Blandy, County Clerk

This mortgage is given to secure the principal sum of Twenty Nine Hundred Eighty 96/100 - - - Liberty - - - DOLLARS.

with interest thereon at the rate of 10 per cent, per annum, payable quarterly annually from

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

Dated Dec. 12th, 1922 due June 15th, 1924 to order of  
The First National Bank of Sand Springs for Twenty Nine  
Hundred Eighty 96/100 dollars with interest at 10% per  
annum payable quarterly from date and signed by Mary A.  
Russell and J.W. Russell.

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.

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 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 Three Hundred - - - - - DOLLARS, which this mortgage also secures.

Part 108 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 12 day of Oct. 1923

Mary A. Russell

J.W. Russell

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this thirteenth  
day of December, 1923, personally appeared, Mary A. Russell and J.W. Russell, her husband,

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 hand and official seal the day and year last above written.

My commission expires April 30th, 1924. (SEAL) Frank S. Daniel Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of Dec A. D. 1923  
at 9 o'clock A. M.

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