

COMPARED  
#246862 Ns

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J.B. McFarland and S. V. McFarland, his wife,  
of Tulsa, County, Oklahoma, part ies the first part, ha VG  
mortgaged and hereby mortgage to R.B. Downing  
of part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Twenty Two (22) in Block One (1) of Meadowvale  
Addition to the City of Tulsa, Tulsa County, Oklahoma,  
according to the recorded plat thereof.

THEASURER'S ENDORSEMENT  
I hereby certify that I received \$ 54 and issued  
Receipt # 12961 thereon in payment of mortgage  
dated 18 day of Dec. 1923  
Tulsa County, Oklahoma. S.B.  
Deputy

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 Eight Hundred Twenty One and 82/100 DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable Semi- annually from date  
according to the terms of 8 certain promissory note 8 described as follows, to-wit:

Seven notes in the sum of \$100.00 each and on note in the  
sum of \$121.82. All notes are dated Dec. 15th, 1923, and bear  
interest at the rate of 8% per annum payable semi-annually  
from date. The first note becomes due six months from date  
hereof and one each six months thereafter for a period of forty  
eight months. All notes are signed by parties of the First Part.

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 V shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said part ies 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 Ten per cent of principal and fifteen DOLLARS,  
which this mortgage also secures.

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

Dated this 15th day of December, 1923

J.B. McFarland SEAL

S. V. McFarland SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ies a Notary Public in and for said County and State, on this 15th  
day of December, 1923, personally appeared J.B. McFarland and S.V. McFarland, his wife,

and ies  
to me known to be the identical person ies 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 March 18, 1927. (SEAL) W. Warren Ferrell Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Dec. A. D. 1923  
at 10:20 o'clock A. M.

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