

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W.E. Gotcher and his wife,
 a Tulsa, County, Oklahoma, part ies the first part, ha ve
 mortgaged and hereby mortgage to W.O. Upchurch
 of Tulsa County, State of Oklahoma, part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty (20) Block Three (3) of
 Ridgedale Terrace Second Addition to the
 City of Tulsa, Tulsa County, Oklahoma,
 according to the Recorded Plat thereof.

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 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 One Thousand Sixty and No/100 - - - (\$1060.00)
 ----- DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable at maturity annually from date
 according to the terms of 2 certain promissory note S described as follows, to-wit:

1 note of even date in the amount of \$750.00, due on or before
 3 years from date with interest at 8% per annum, payable at
 maturity.

1 note of even date in the amount of \$310.00, due on or before
 4 years from date with interest at 8% per annum, payable at
 maturity.

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 part ies 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 10% of principal hereof and Ten 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 9th day of November, 1923.

M.E. Gotcher SEAL

Esther Gotcher SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 9th
 day of November, 1923 personally appeared W.E. Gotcher,

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 March 4th, 1924. (SEAL) Harold J. Sullivan Notary Public.

I hereby certify that this instrument was filed for record in my office on 20 day of Dec., A. D., 1923

at 11:10 o'clock A. M.

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