

MORTGAGE RECORD NO. 465

COMPARED

247516 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. E. Caudle and J. R. Caudle, husband and wife,of Collinsville, Tulsa County, Oklahoma, part ies of the first part, ha vemortgaged and hereby mortgage to H. C. Weiblepart Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South-west quarter of the southwest quarter of Section
8, Township 21, Range 14 East, containing forty acres, more
less.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 40 and issued
Receipt No. 13057 therefor in payment of mortgage
tax on the within mortgage.

Dated this 26 day of Dec, 1923

W. W. Caudle, 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

Two thousand

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from December 24, 1923.according to the terms of one certain promissory note described as follows, to-wit:

\$2,000.00

December 24, 1923.

One year after date, we jointly and severally for value received promise to pay to H.C. Weible or order Two Thousand Dollars at American State Bank, Coffeyville, Kansas; with interest at the rate of 8 per cent. per annum from date until paid, interest payable semi-annually, with ten per cent. attorney's fees. And we hereby authorize any attorney-at-law to appear for us or either of us in any court of record in any state having jurisdiction of said sum, after same shall become due and payable. And enter our appearance in said suit and waive the issue and service of process therein and confess judgment hereon, against us or either of us, in favor of said payee or its assigns, for the amount then due thereon, and costs of suit, and to release all errors in the entry and rendition of said judgment and all rights and benefits of appeal and writs of error, and we hereby waive our right and benefit of any or all laws exempting property from sale, right of homestead and of stay execution, and without any relief whatever from valuation of appraisal laws. And for a valuable consideration to us paid, which is hereby acknowledged we hereby waive and release all our right to be discharge from liability in above obligation, under and by virtue of the U.S. Bankruptcy law of 1898 and amendments thereto.

(Signed)

M. E. Caudle

Due December 24, 1924.

(Signed)

J. R. Caudle

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.

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 ten per cent 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 24th day of December, 1923

M. E. Caudle

SEAL

J. R. Caudle

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 24th day of December, 1923, personally appeared

M. E. Caudle and J. R. Caudle, husband and 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 5-27-26

(Seal)

Frank McKinney,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Dec., A. D., 1923 at 11:30 o'clock A. M. and recorded in Book 465, Page 552.

By Brady Brown, Deputy,

(Seal)

O. G. Weaver,

County Clerk.