

COMPARED

## MORTGAGE RECORD NO. 465

247571 C.M.J.

## REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Henry Duke and Berba Duke, husband and wife  
 of Tulsa County, Oklahoma, part ies of the first part, ha. VS  
 mortgaged and hereby mortgage to F. S. Castleberry  
 of part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of lots Twenty-three (23) and Twenty-four (24) Block  
 Two (2), Park Dale Addition to the city of Tulsa, Oklahoma,  
 according to the recorded plat thereof.

THIRTEEN HUNDRED AND NO/100  
 I hereby certify that I have received of 100 and issued  
 Receipt No. 13086 for the sum of mortgage

Dated this 27 day of Dec., 1923

W. W. 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 and No/100 (\$1000.00)

DOLLARS,

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

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

One note for \$1000.00 dated December 26, 1923 with interest  
 payable annually.

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 - 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, - - will pay a  
 reasonable attorney's fee of One Hundred DOLLARS,  
 which this mortgage also secures.

Part - 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 26th day of December, 1923.

Henry Duke SEAL

Berba Duke SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - a Notary Public in and for said County and State, on this 26th  
 day of December, 1923, personally appeared

Henry Duke and Berba Duke, his 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 June 10, 1924. (Seal) Lois L. Gillespie, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Dec., A. D. 1923.

at 2:50 o'clock P. M. and recorded in Book 465, Page 561.

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