

MORTGAGE RECORD NO. 465

#248248 NS

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Georgis
We, H.A. Simmons and Georgia Simmons, husband and
wife, of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Frank A. Simmons
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Block Ten (10) of East Lynn
 Addition to the City of Tulsa, Tulsa County,
 Oklahoma, according to the recorded plat
 thereof.

TRANSMITTAL OF INSTRUMENT
 I hereby certify that I received 13/82 and issued
 Receipt No. 13/82 thereon as a payment of mortg. tax
 tax on the within mortgage.
 Dated this 4 day of Jan 1924
W. W. Snoddy, County Treasurer
EB 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 One thousand and no/100 -----

DOLLARS,

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

according to the terms of 1 certain promissory note ----- described as follows, to-wit:

Tulsa, Oklahoma, Jan. 4, 1924, for \$1000.00 interest at the
 rate of 8% per annum from date, due six years after date,
 payable to the order of Frank A. Simmons and signed.

H.A. Simmons and Georgia Simmons.

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, 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 party 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, ----- will pay a
 reasonable attorney's fee of \$100.00 ----- DOLLARS,
 which this mortgage also secures.

Parties 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 4th day of January, 1924

H.A. Simmons SEAL

Georgia Simmons, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 4th
 day of Jan., 1924, personally appeared H.A. Simmons and Georgia Simmons,
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 Oct. 26, 1927. (SEAL) Ava Simmons Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of Jan. A. D. 1924
 at 3:30 o'clock P. M.

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