

MORTGAGE RECORD NO. 465

#248387 NS

COMPLETED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B.E. Capps and Hazel F. Capps, his wife, a Tulsa, Tulsa, Oklahoma, part of the first part, have mortgaged and hereby mortgage to H.P. Beebe of Tulsa, Oklahoma, part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Twelve (12) in Block Twenty (20) in Orcut Addition to the City of Tulsa,

Subject to a former encumbrance the balance due on which is \$18,981.60 (Eighteen thousand nine Hundred and eighty one dollars and sixty cents)

Under... RECEIVED... JAN 10 1924... TREASURER'S ENDORSEMENT... I hereby certify that I received \$2000.00 and issued Receipt No. 1322... on the 10th day of January 1924.

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 (\$2000.) Two Thousand and no/100 DOLLARS, with interest thereon at the rate of seven per cent, per annum, payable semi-annually from date according to the terms of one certain promissory note described as follows, to-wit:

Given by B. E. Capps and Hazel F. Capps, (his wife) to H.P. Beebe and dated December 31st, 1923 and due Six Months after date, for value received, for amount as evidenced above and interest at 7% per annum from date, interest on this note to be paid at maturity

TREASURER'S ENDORSEMENT... I hereby certify that I received \$2000.00 and issued Receipt No. 1322... on the 10th day of January 1924.

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, they will pay a reasonable attorney's fee of two hundred and no/100 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 31st day of December, 1923.

B.E. Capps SEAL
Hazel F. Capps SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 31st day of December 1923 personally appeared B.E. Capps and Hazel F. Capps,

and to me known to be the identical person 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 1, 1927. (SEAL) A.B. Foster, Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of January, A. D. 1924

at 11 o'clock A.M. By Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk.