

COMPARED

## MORTGAGE RECORD NO. 465

241225 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Leotie Browning & C. C. Browning, her husband  
 of Tulsa County, Oklahoma, part 188 of the first part, ha. S.  
 mortgaged and hereby mortgage to Claude Sample  
 of Tulsa part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot 14 in Block 3 Orcutt Addition to the city of Tulsa Tulsa Co.

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

Three Thousand & No/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date

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

Dated Oct. 1st, 1923

Due Oct. 1st, 1925.

Amount \$3000.00

Int. payable semi annual from date at 10%

Signed by Leotie Browning and C. C. Browning.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 188 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 V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 188 of the first part hereby agree that in the event action is brought to foreclose this mortgage, Three Hundred & No/100 will pay a reasonable attorney's fee of Three Hundred & No/100 DOLLARS, which this mortgage also secures.

Part 188 of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption, and stay laws in Oklahoma.

Dated this 1 day of Oct. 1923.

Leotie Browning

SEAL

C. C. Browning

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, John T. Miller, a Notary Public in and for said County and State, on this 1st day of Oct. 1923, personally appeared

Leotie Browning

C. C. Browning

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 Nov. 20, 1924. (Seal)

John T. Miller,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of Oct. A. D. 1923.

3:10 o'clock P. M. and recorded in Book 465, Page 81.

Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.