

MORTGAGE RECORD NO. 465

COMPARED

241242 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. C. Upchurch & Helen Loretta Upchurch, husband and wife
 of Tulsa, Tulsa County, Oklahoma, parties of the first part, has ies
 mortgaged and hereby mortgage \$ The Title Guarantee & Trust Company
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty (20) in Block Three (3) Ridgedale Terrace
 Second Addition to the city of Tulsa, Oklahoma, according
 to the recorded plat thereof.

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 Ten & 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 one certain promissory note described as follows, to-wit:

Dated September 12th, 1923, for the sum of One Thousand Ten & No/100 Dollars (\$1010.00) payable in installments of Twenty & No/100 Dollars (\$20.00) per month, said installments to be paid on or before the 20th day of each and every month hereinafter beginning the 12th day of October 1923, deferred payments to bear interest at the rate of 8 per cent per annum from date until paid; interest payable semi annually. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at the option of the holder.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby covenant C and agree S 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 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 they that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of One Hundred One & No/100 DOLLARS, which this mortgage also secures.

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

Dated this 12th day of September, 1923.

W. C. Upchurch SEAL

Helen Loretta Upchurch SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, --- a Notary Public in and for said County and State, on this 12th day of September, 1923, personally appeared

W. C. Upchurch and Helen Loretta Upchurch, 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 May 25th, 1927. (Seal) L. S. Spain, Notary Public.

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

at 4:15 o'clock P. M. and recorded in Book 465, Page 82.

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