

FIRST  
MORTGAGE RECORD NO. 465

COMFARED

241251 C.M. J.

FIRST

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Floyd R. Sparks and Roberta Sparks his wife  
 of Tulsa County, Oklahoma, part 198 of the first part, ha VS  
 mortgaged and hereby mortgage to Julien Halff  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Number One (1) in Block Number Three (3) in Poudre-Pomeroy  
 Second Addition to the city of Tulsa, Tulsa County, Oklahoma,  
 according to the recorded plat thereof.

TULSA COUNTY, OKLAHOMA  
 I hereby certify that the above is a true and correct copy of the original  
 Record No. 11764 as recorded in the public records of this county  
 on the within date  
 Dated this 1 day of Oct, 1923  
W. W. Sweeney, County  
S. B. 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 Two Thousand (\$2000.00) DOLLARS,  
Eight with interest thereon at the rate of Eight per cent, per annum, payable Semi- annually from date  
 according to the terms of Three certain promissory note S described as follows, to-wit:

\$2000.00

Tulsa, Oklahoma.  
 Oct. 1, 1923.

One note dated Oct. 1, 1923, in the sum of \$250.00 due Thirty days after date,  
 One note dated Oct. 1, 1923, in the sum of \$250.00 due Sixty days after date,  
 One note dated Oct. 1, 1923, in the sum of \$1500.00 due six months after date,  
 all notes bearing interest at the rate Eight per cent (8%) payable semi-annually,  
 said notes being executed by Floyd R. Sparks and Roberta Sparks his wife to  
 Julien Halff.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 198 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 V shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part 198 of the first part hereby agrees that in the event action is brought to foreclose this mortgage, they will pay a  
 reasonable attorney's fee of \$200.00 DOLLARS,  
 which this mortgage also secures.

Part 198 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 First day of October, 1923

Floyd R. Sparks SEAL  
Roberta Sparks SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, Elizabeth Hall, a Notary Public in and for said County and State, on this First  
 day of October, 1923 personally appeared

Floyd R. Sparks  
 and Roberta Sparks, his wife

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. 9, 1926. (Seal) Elizabeth Hall, Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of Oct. A. D. 1923  
 at 4:30 o'clock P. M. and recorded in Book 465, Page 84.

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