

COMPARED  
#241261 NS

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mildred C. Elliott, a single man,  
of Tulsa, County, Oklahoma, part Y of the first part, ha  
mortgaged and hereby mortgage to W. M. Fewel,  
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) Block Eight (8) Ingram-Lewis Addition,  
to the City of Tulsa according to the recorded plat  
thereof.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$100.00 and issued  
Receipt No. 11769 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 3 day of Oct, 1923  
W. W. Smiley, County Treasurer  
SB 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 Four Hundred and Eighty & No/100 -----  
----- DOLLARS,  
with interest thereon at the rate of 10% per cent, per annum, payable maturity annually from date  
according to the terms of 1 certain promissory note, ----- described as follows, to-wit:

One note dated October 2nd, 1923, due November 2nd, 1923,  
for Four Hundred Eighty & No/100 ..... Dollars.

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

Said part Y 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 Fifty & no/100 ----- DOLLARS,  
which this mortgage also secures.

Part Y 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 2nd day of October, 1923

Mildred C. Elliott SEAL  
SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 2nd  
day of October, 1923, personally appeared, Mildred C. Elliott, a single woman,

and -----  
to me known to be the identical person, ----- who executed the within and foregoing instrument and acknowledged to me that she executed  
the same as her 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 21, 1927. (SEAL) Dorothy Edgar, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Oct, A. D. 1923  
at 8:30 o'clock A. M.

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