

COMPARED

MORTGAGE RECORD NO. 465

#241309 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. G. Smith and Willie F. Smith, his wife,
 of Tulsa, County, Oklahoma, part ies of the first part, ha-
 mortgaged and hereby mortgage to Frank Claypool
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) in Claypool Sub-division according
 to the recorded plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$2400 and issued
 Receipt No. 11779 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 9 day of Oct 1923
 W. W. Stuckey, County Treasurer
 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 Twenty four hundred -----

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from September the 8th, 1923

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

One note dated September the 8th, 1923, for \$2400.00
 and due and payable in installments of thirty Dollars
 per month; said installments to be paid on or before the
 8th day of each and every month hereafter beginning the
 8th day of October 1923, Deferred payments to bear interest
 at the rate of 8 per cent per annum from date until, paid
 and interest on all of the unpaid balance of the principal
 shall be due and payable semi-annually.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby
 covenant S 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 Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, ----- will pay a
 reasonable attorney's fee of 10 per cent of the total amount herein DOLLARS,
 which this mortgage also secures.

Part Y 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 8th day of September, 1923.

C. G. Smith SEAL

Willie F. Smith, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 9th
 day of September, 1923, personally appeared C. G. Smith and his wife, Willie F. Smith,

~~xxx~~
 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 August the 13th 1924. (SEAL) Tom N. Griffith, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Oct., A. D. 1923

at 11 o'clock A. M.

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