

FC 468

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th. day of November, 1923, personally appeared C.A. White to me known to be the identical person who executed the above and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Arden E. Ross. Notary Public.

My Commission expires January 2, 1927. (SEAL)

Filed in the office of County Clerk, for record, on the 16th. day of Nov. 1923, at the hour of 4:10 o'clock P.M., and duly recorded book 468, at page 478 thereof.

By: Brady Brown, Deputy

(SEAL)

O.G. WEAVER, County Clerk.

NO. 244648 - NRS

FIRST MORTGAGE.

COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 800 and issued Receipt No. 24473 therefor in payment of mortgage tax on the within mortgage.

Dated this 17 day of Nov. 1923

W. W. Stackey, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That, Ella Wilcox and H.H. Wilcox, her husband of Tulsa County, State of Oklahoma, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage convey and warrant to Maxwell Investment Company of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Tulsa County, Oklahoma to-wit:

The South Half of the South Half of

Section Number Twenty Three (23)

Township Number Seventeen (17) North

Range Number Fourteen (14) East.

containing 160 acres more or less, together with all the improvements thereon and the appurtenances thereunto belonging.

This Mortgage is given as security for the performance of the covenants and agreements herein, and to secure to Maxwell Investment Company, its successors and assigns, the payment of Eight Thousand Dollars with interest thereon, according to the terms of one certain promissory note, executed and delivered by the first party to the second party due and payable according to the terms thereof, with interest payable annually, according to the terms of interest coupons thereto attached all of said notes being of even date herewith, payable at Guaranty Trust Company of Kansas City, in Kansas City, Missouri, and each bearing interest at the rate of ten per cent per annum after maturity until paid.

THE FIRST PARTY HEREBY COVENANTS AND AGREES: That they are lawfully seized in fee simple of the real estate hereby conveyed, and that they have a good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all encumbrances and that they and their heirs, executors and administrators will warrant and defend the same unto the said second party, its successors and assigns, against all lawful claims and demands;

That they will pay said note or notes hereby secured and interest thereon as the same shall become due and payable;

That they hereby waive appraisalment of said real estate and all benefits of the homestead and stay laws of the State of Oklahoma;

To neither commit nor suffer waste;

To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created, (except mortgage registration tax), by virtue of any law of the State of Oklahoma to whomever assessed, including personal taxes, before same shall have become delinquent