

*Smith  
Hayford Colony*

246374 - BH

*UNRECORDED*

REAL ESTATE MORTGAGE.  
Short Form.

RECORDED IN ENFORCEMENT

I have recorded this instrument in Book 12869, Page 3, and issue.

Recorded in Book 12869, Page 3, and issue.

W. W. H. County Treasurer *8B*

This indenture made the 20th day of November, in the year nineteen hundred and twenty-three by Claburn Incho, hereinafter designated as mortgagor, to Percy Hight, hereinafter designated as mortgagee.

Witnesseth, that the mortgagor mortgages to the said *mortgagee the real* property situate in the County of Tulsa, State of Oklahoma, and described as follows, to-wit:

The southwest quarter (SW $\frac{1}{4}$ ) of section thirty five (35) township 19 south, range eleven (11) east,

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof.

As security for the payment of one promissory note of which the following is a true copy to wit:

\$150.00

Long Beach, California, Nov. 20, 1923.

Thirty days after date, for value received, I promise to pay Percy Hight, at Long Beach, California, the sum of one hundred fifty and no/100 dollars, with interest from date hereof until paid, at the rate of eight per cent per annum payable monthly, should the interest not be so paid, it shall become part of the principal, and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by a mortgage upon real property.

Claburn Incho.

(U.S. Rev. stamps 4¢ cancelled)

And the mortgagor promise to pay said note according to the terms and conditions thereof, and in case of default in the payment of the same, or of any installment of principal or interest thereon when due, the mortgagee, his heirs or assigns, may declare the whole debt immediately due and payable, and may foreclose this mortgage, and may include in such foreclosure a reasonable counsel fee to be fixed by the court, together with all payments made by the mortgagee for taxes and assessments on said premises, including taxes on the interest of the mortgagee therein by reason of this mortgage and for insurance of the buildings on said premises paid by the mortgagee, and for any adverse claims to the mortgaged property paid by mortgagee as well as the cost of searching title to the mortgaged premises, subsequent to the execution hereof, all of which payments the mortgagee is hereby authorized to make, and the same with interest thereon at the same rate as provided in said promissory note together with said counsel fees, are secured by this mortgage, and payable to the mortgagee, his heirs or assigns, in United States gold coin, out of the proceeds of sale under said foreclosure.

Said property may be sold under such foreclosure, without appraisement, it being agreed that appraisement may be and is hereby waived.

Witness the hand and seal of the mortgagor:

Signed, sealed and delivered in the presence of Claburn Incho

State of California)

County of Los Angeles) SS

Before me, G. F. Peck, a Notary Public, in and for said County and State, on this 21st day of November, 1923, personally appeared Claburn Incho, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses