

COMPARED

MORTGAGE RECORD NO. 402

299

The Next Dispatch Print & Audit Co., Shawnee, Okla.  
219100 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Uley Holderman, a widower,  
of Tulsa County, Oklahoma, part V of the first part, haS  
mortgaged and hereby mortgage to E. M. Niles  
of part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

The Westerly Fifty (50) feet of Lot Four (4) , Block Two  
hundred two (202) in the original town of Tulsa, according  
to the recorded plat thereof.

(This mortgage is given subject a first mortgage of  
\$3800.00 in favor of the Mortgage-Bond Company of New  
York, and a second mortgage for \$2500.00 given to R. C.  
Jopling)

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  
One Thousand - - (\$1000.00) DOLLARS  
with interest thereon at the rate of eight per cent, per annum, payable semi- annually from January 13, 1923.  
according to the terms of one certain promissory note described as follows, to-wit:

Dated Tulsa, Oklahoma, January 13, 1923, payable six months  
after date to E. M. Niles at the Security National Bank of  
Tulsa, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 204 and issued  
Receipt No. 7214 thereon in payment of mortgage  
tax on the within mortgage.

Dated this 15 day of Jan 1923

WAYNE L. DICKLY, County Treasurer

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V 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.

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 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 V 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 One Hundred Fifty DOLLARS,  
which this mortgage also secures.

Part V 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 13th day of January, 19 23

Uley Holderman SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - -, a Notary Public in and for said County and State, on this 13th  
day of January, 19 23, personally appeared

Uley Holderman, a widower,

and - -  
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 and purposes therein set forth.  
Witness my signature and official seal the day and year last above written.

My commission expires May 30-1924. (Seal) Fred A. Losey, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of Jan. A. D., 19 23  
at 2:55 o'clock P. M. Book 402, Page 299

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