

The New Dispatch Print & Adm. Co., Signers, Tulsa
214802 C.L.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. M. Bell and Jessa L. Bell, his wife

of Tulsa County, Oklahoma, part V of the first part, in S mortgaged and hereby mortgage to P. A. McNeal of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Fifteen (15) in Block One (1) of the Bell-McNeal Addition to the city of Tulsa, according to the recorded plat thereof.

(This mortgage given subject to a first and second mortgage, aggregating \$3000.00)

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

Eleven Hundred Fifty and no/100

DOLLARS

with interest thereon at the rate of per cent, per annum, payable annually from with out interest

according to the terms of 1 certain promissory note described as follows, to-wit:

In the sum of \$1150.00, dated November 25th 1922, in favor of P. A. McNeal, signed by S. M. Bell and Jessa L. Bell, due in one year.

This note and mortgage is given in full payment for the vacant lot above described, together with all moneys advanced on construction of building on same, and is renewable with out interest, until a sale of said premises is consummated, at which time, party of the second part is to receive one fourth of the net profits derived from the sale of said property.

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

Part V 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 25th day of November, 1922

S. M. Bell

SEAL

Jessa L. Bell

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 25th day of Nov., 1922, personally appeared

S. M. Bell

and Jessa L. Bell, his wife

to me known to be the identical person 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 Oct. 24, 1924. (Seal) R. D. Hudson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 25 day of Nov., A. D., 1922 at 12:00 o'clock - M. Book 402, Page 4

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.