

220521 DLE

THE NEW-DEVELOPMENT FIRM & ADVERTISING CO., SHAWNEE, OKLA.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James C. Braswell and Helen M. Braswell, his wife,
 of Tulsa County, Oklahoma, parties of the first part, hereinafter
 mortgaged and hereby mortgage to Maud A. Sneed
 of parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Seventeen (17) in Block Twelve (12) of the
 Sub-division of Block Six (6), and Lots One (1), Two (2)
 and Three (3) of Block Four (4), in the Terrace Drive
 Addition to the city of Tulsa, Tulsa County, Oklahoma,
 according to the recorded plat thereof, and all improvements thereon.

This mortgage is subject to a prior mortgage duly of record.

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 Thirty One Hundred and Thirty Nine & 20/100 - - -
 DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable as described below from parties
 according to the terms of 3 certain promissory note s described as follows, to-wit:

One note of even date for \$1000. due in 36 days, with interest
 at 8% per annum payable from maturity.

One note of even date for \$1069.60. due January 1st 1924, with
 interest at 8% per annum, payable annually.

One note of even date for \$1069.60. due January 1st 1925, with
 interest at 8% per annum, payable annually.

Privilege given the first parties to pay any part or all of the
 unpaid balance at any time.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 party shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of 10% of the amount remaining unpaid ~~thereon~~
 which this mortgage also secures.

Parties 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 28th day of December, 1922.

James C. Braswell SEAL

Helen M. Braswell SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Harry L. Jenkins, a Notary Public in and for said County and State, on this 28th
 day of December, 1922, personally appeared James C. Braswell

and Helen M. Braswell, his wife,

to me known to be the identical persons 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 hand and official seal the day and year last above written.

My commission expires August 19th 1926 (SEAL) Harry L. Jenkins Notary Public.

I hereby certify that this instrument was filed for record in my office on 30 day of Jan, A. D., 1923
 at 2:40 o'clock P. M. Book 402, Page 406.

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

RECEIVED
 TREASURER
 I hereby certify that I received
 Record No. 2532 in payment of
 tax on the within mortgage.
 Dated this 31 day of Jan, 1923
 WAYNE L. DICKBY, County Tre
W. J.