

220571 DLE

For News-Dispatch Print &amp; Audit Co., Shawnee, Okla.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. H. Ninman and Bertha C. Ninman, his wife, and  
F. C. Bieberich and Ernestina Bieberich, his wife of  
Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Citizens National Bank of Broken Arrow  
 of \_\_\_\_\_ party \_\_\_\_\_ of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The Southeast Quarter of Section Five (5), Township  
 Eighteen (18) North, Range Fourteen (14) East, except  
 one acre in the Southwest corner and used for a school  
 house site.

I hereby certify that I have received 32 cts  
 Revenue No. 2-226 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 30 day of Jan, 1923.

WAYNE L. DICKEY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

Deputy

This mortgage is given to secure the principal sum of Sixteen Hundred Forty Six and 91/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable \_\_\_\_\_ from \_\_\_\_\_ maturity \_\_\_\_\_

according to the terms of one certain promissory note \_\_\_\_\_ described as follows, to-wit:

\$1,616.91

Broken Arrow, Okla.

January 29th, 1923

March 1st, 1923 After date, we, I or either of us as principal promise to pay  
 to the order of Citizens National Bank of Broken Arrow Sixteen Hundred Forty Six and  
 91/100 -----Dollars For value received, negotiable and payable at

THE CITIZENS NATIONAL BANK OF BROKEN ARROW, OKLAHOMA

with interest at the rate of ten per cent. per annum from date until paid. If the  
 interest is not paid when due, it shall become a part of the principal and bear the same  
 rate of interest. The makers, sureties and endorers waive presentment, protest and not-  
 ice of protest, non-payment of the note, and all defenses on the ground of any extension  
 or extensions, of the time of payment that may be given by the holder, or holders, to them  
 or either of them. In case this note is handed to an attorney for collection, we or I  
 agree to pay ten per cent. additional to the amount as attorney's fees.

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 parties 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 One Hundred Sixty Four and 69/100 DOLLARS,  
 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 29th day of January, 1923.

A. H. Ninman

Bertha C. Ninman

F. C. Bieberich

Ernestina Bieberich

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 29th  
 day of January, 1923, personally appeared A. H. Ninman and Bertha C. Ninman, his wife  
 and F. C. Bieberich and Ernestine Bieberich, 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 signature and official seal the day and year last above written.

My commission expires Dec 25rd 1924 (SEAL) O. W. Bieberich Notary Public.

I hereby certify that this instrument was filed for record in my office on 30 day of Jan, A. D., 1923

at 4:30 o'clock P. M. Book 402, Page 408

by Brady Brown (SEAL) Deputy O. C. Weaver County Clerk.