

#221410 N3

The News-Dispatch Print & Audit Co., Spawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. L. Nixon and Viola C. Nixon,
~~XX~~ of Tulsa, ~~XXX~~ Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to G.W. Sanders,
 of ----- part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

TREASURER'S ENDORSEMENT

I hereby certify that I received \$992.28 and issued
 Receipt No. 7691 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 9 day of Feb 1923
WAYNE L. DICKEY, County Treasurer

Lot Four (4) in Block Three (3)
 Grandview Addition to the City of
 Tulsa, according to the recorded
 plat thereof;

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 -----
Nine Hundred Ninety-Two & 28/100 (\$992.28) DOLLARS
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

One promissory note dated February 9th, 1923, payable to
 the order of G.W. Sanders in the sum of Nine Hundred Ninety-
 two & 28/100 Dollars (\$992.28) signed by W. L. Nixon and wife,
 Viola C. Nixon, Note due six months after date.

This mortgage is executed subject to a prior mortgage of One Thousand Dollars,
 (\$1000.00) in favor of W.R. Severs, recorded in Book 355, page 473, dated July 7, 1921.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 ies 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 Ten dollars and ten per cent of the amount due ~~XXXXXX~~
 which this mortgage also secures.

Part ies 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 9th day of February, 1923

W. L. Nixon, SEAL

Mrs. Viola C. Nixon, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 9th
 day of February, 1923, personally appeared W. L. Nixon and wife, Viola C.
Nixon,

and -----
 to me known to be the identical person s 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 ~~XXXXXX~~ hand and official seal the day and year last above written.

My commission expires January 27, 1924 (SEAL) C. G. Hough Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of Feby. A. D., 1923
 at 3: o'clock P. M. Book 402, Page 469

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