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The New-Bright Print &amp; Audit Co., Shawnee, Okla.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James R. Carney and Anna M. Carney his wife  
 a \_\_\_\_\_ of Tulsa County, Oklahoma, part 16 of the first part, have  
 mortgaged and hereby mortgage to W. H. Lewis

~~part~~ part 16 of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The north west quarter of the north west quarter (NW $\frac{1}{4}$  NW $\frac{1}{4}$ ) and the east  
 half of the south east quarter of the north west quarter (E $\frac{1}{2}$  SE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of  
 section twenty nine (29), township eighteen (18) north, range fourteen  
 (14) east, containing fifty (50) acres more or less.

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 Seventeen hundred seven and no/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_ date

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

One note for \$600.00 dated Feb. 23, 1923, due Nov. 12, 1923

One note for 1107.00 dated Feb. 23, 1923, due Nov. 12, 1924

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 16 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 ten and no/100 DOLLARS,  
 which this mortgage also secures.

Part 16 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 23 day of February, 1923

James R. Carney SEAL

Anna M. Carney SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 23rd  
 day of February, 1923, personally appeared James R. Carney and Anna M. Carney

~~me~~ \_\_\_\_\_  
 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 signature and official seal the day and year last above written.

My commission expires October 28, 1925 (SEAL) A. Q. Wise Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Feb, A. D. 1923  
 at 4.45 o'clock P. M. Book 402, Page 574

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