

223380 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Albert H. Neilson and Etha M. Neilson, his wife,of Tulsa County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to L. C. Williamsof part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty One (21) in Block Nine (9) Lynch and
Forsythe Addition to the city of Tulsa, according
to the recorded plat thereof.

Liberty County, Oklahoma, 34
Record No. 8048
Dated this 5 day of March 1923
WAYNE L. LECHE, County Treasurer

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 fifty and no/100

(\$1750.00)

DOLLARS

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

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

One note of \$500.00 dated
One note of \$500.00 dated
One note of \$750.00 dated

payable 6 mo. from date.
payable 12 mo. from date.
payable 18 mo. from date.

It is herein provided that parties of the first part may pay any one or all of the above notes at any payment time.

This mortgage subject to a prior mortgage which is of record, for \$3,000.00 to the Tulsa Building & Loan Company.

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 parties 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 seventy five (\$175.00) 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 2nd day of March 1923.

Albert H. Neilson

SEAL

Etha M. Neilson

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 2nd day of March 1923, personally appeared

Albert H. Neilson

and Etha M. Neilson 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 Mar. 17, 1926. (Seal)

T. A. Trusty,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of March A. D. 1923 at 10:00 o'clock A. M. Book 402, Page 590

By Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.