

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That we, Nannie E. Ten Broeck and S.R. TenBroeck,  
husband and wife; of Tulsa, County, Oklahoma, part ies of the first part, ha ve  
 mortgaged and hereby mortgage to Myrtle P. Neely nee Davis  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Six (6) in Block Three (3) in the  
 East Lynn Addition to the City of Tulsa, Tulsa  
 County, Oklahoma, according to the recorded plat  
 thereof.

(It being understood that this is a second mortgage  
 subject to a first mortgage in the sum of \$2500.00  
 payable To Tulsa Building and Loan Association, or  
 order.)

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same,  
 to be free and clear of all encumbrances save and except as herein specified.  
 This mortgage is given to secure the principal sum of Fifteen Hundred (\$1500.00) -----

----- DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from August 7, 1922  
 according to the terms of 60 certain promissory note S described as follows, to-wit:

Numbered from 40 to 99 inclusive, the first of said notes being  
 number 40, and being due and payable September 7, 1925; all of  
 said notes being in the principal sum of \$25.00, each, with  
 interest at the rate of 8 per annum from date, and one due each  
 30 days thereafter, as evidence of the within indebtedness.

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

Said parties of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, they will pay a  
 reasonable attorney's fee of Two Hundred and fifty ----- DOLLARS,  
 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 28 day of January, 19 24

Nannie E. Ten Broeck SEAL

S.R. Ten Broeck SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 28  
 day of January, 19 24, personally appeared Nannie E. TenBroeck and S.R.  
TenBroeck, husband and wife,

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 signature and official seal the day and year last above written.

My commission expires Jan. 28 1925. (SEAL) A.B. Crews, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of Feby. A. D., 19 24

at 4:15 o'clock P. M. Book 403, Page 104

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

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$1,500.00 and issue  
 Receipt No. 272 therefor in payment of maturing  
100 of the within note dated 7-6-1924  
S.B. Davis  
Treasurer