

#250096

The News-Bulletin Print & Job Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. A. Freeman and Nora R. Freeman (his wife)

a McDonald of Missouri County, Oklahoma, part ies of the first part, ha VE mortgaged and hereby mortgage to Lola May Von Thun and J. H. Von Thun,

of parties 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 Three (3) Ridgedale Terrace Second Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

INTERNAL REVENUE
22
Cancelled

THESAUING ENDORSEMENT
I hereby certify that I received \$100 and issued Receipt No. 13543 therefor in payment of mortgage tax on the within mortgage.
Dated at 30 day of Nov 1924
E. A. Freeman
Deputy

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 One Thousand & 00/100 - - - - -

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi-annually annually from April 15th, 1924.

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

One note dated January .. 1924, \$1000.00

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 wh- a 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, and to insure, and keep insured in favor of Second party, buildings on said 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 One Hundred & 00/100 - - - - - 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 15 day of January, 1924

F.A. Freeman SEAL

Nora R. Freeman SEAL

STATE OF Missouri, County of McDonald, ss:

Before me,, a Notary Public in and for said County and State, on this (15) th day of January, 1924, personally appeared A.A. Freeman and Nora R. Freeman,

and to me known to be the identical person..... 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 September 7th, 1924. (SEAL) Earl R. Montgomery Notary Public.

I hereby certify that this instrument was filed for record in my office on 30 day of Jan., 1924

at 1 o'clock P. M. Book 403, Page 35

By O.G. Weaver, Deputy. County Clerk.