

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

Myrtle P. Neely nee Myrtle P. Davis,

a of Tulsa, County, Oklahoma, parties of the first part, ha ve

mortgaged and hereby mortgage to Connie M. Mitchell,

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

Lot Seventeen (17), Block One (1), East Highlands Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

This mortgage is subject to mortgage dated December 29, 1923, to the Oklahoma Savings & Loan Association for \$2500.00

TREASURER'S ENDORSEMENT

I hereby certify that I received \$,368 and deposit Receipt No. 13658 the sum of \$368.00 in payment of the tax on the within mortgage.

Dated this 9 day of Feb. 1924

W. W. Smith, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

Connie M. Mitchell

This mortgage is given to secure the principal sum of Nine Hundred Fifty and No/100 - - - - - Dollars

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

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

Twenty-six (26) notes dated July 1, 1921 for \$35.00 each the first of which is due Thirty One (31) months after date and one due on the first of each and every month thereafter, also one note for \$40.00 due fifty seven (57) months from date, signed by Harold Sullivan and Beatrice Sullivan.

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 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, and a Receiver to be appointed by proper Court to collect said rents and profits and preserve said premises.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of \$10.00 and 10% of the amount remaining unpaid 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 January, 1924

Myrtle P. Neely nee SEAL

Myrtle P. Davis SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 30th day of January, 1924 personally appeared, Myrtle P. Neely, nee Myrtle P. Davis,

and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed

the same as her 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 July 21st, 1927. (SEAL) Lydia M. Bickford Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Feby. A. D. 1924 at 4:40 o'clock P. M. Book 403, Page 87

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