

The New-Dispatch Print & Audit Co., SHAWNEE, OKLA.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G.W. Nesmith, a single man,

of Tulsa, County, Oklahoma, part Y of the first part, has mortgaged and hereby mortgages to J.W. Turley

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

The North One-half (N $\frac{1}{2}$ ) of the South one-half (S $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Eighteen (18), Township Twenty (20) North, Range Thirteen (13) East.

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 Four Hundred Seventy Five - - - - -

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable Semi-annually from Date hereof,

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

One note for \$1475.00 payable January 20, 1927.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 90 and issued Receipt No. 136 95 hereon in payment of mortgage

dated Jan 12 day of Feb 1924

S.B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part hereby covenants and agrees 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 Y of the first part hereby agrees S, that in the event action is brought to foreclose this mortgage, - - he will pay a reasonable attorney's fee of \$100.00 and 10% of unpaid balance - - - - - which this mortgage also secures.

Part Y of the first part, for said consideration, do es hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 20th day of January, 1924

G.W. Nesmith

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - -, a Notary Public in and for said County and State, on this 20th

day of January, 1924, personally appeared G.W. Nesmith, a single man,

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

the same as his 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 January 15, 1925. (SEAL) H.M. Price Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of Feby. A. D. 1924

at 8: o'clock A. M. Book 403, Page 91

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