

NO. 227025 C.M.J.

MORTGAGE RECORD NO. 408

STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 9th day of April, 1925, at 11:00 o'clock A.M., and duly recorded in Book 408 on page 361.  
Fees \$  
O. G. Weaver,  
(Seal) County Clerk.  
By Brady Brown, Deputy.

THIS INDENTURE, Made this 6 day of April, A. D. 1925, between Nelson Petroleum Company of Tulsa, County, in the State of Oklahoma, part V of the first part, and R. F. Arnall of Tulsa, County, in the State of Oklahoma, part V of the second part:

WITNESSETH, That said part V of the first part, in consideration of the sum of Six thousand two hundred and 00/100 Dollars, the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part V of the second part, his heirs and assigns, all the following described real estate situated in Tulsa, County and State of Oklahoma, to-wit: Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section Twenty nine (29) Township Nineteen (19) North, Range Thirteen (13) East, containing ten (10) acres, more or less according to the United States Survey thereof. Second party agreeing to give a partial release of mortgage, releasing any tract first party may sell, the consideration for said release being the payment of the balance of the purchase price on the tract released.

Acknowledgment of Corporation.  
State of Oklahoma, County of Tulsa, ss.  
Before me, B. H. Johnston, a Notary Public in and for said County and State, on this sixth day of April, 1925, personally appeared W. G. Nelson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the purposes therein set forth, and that he is authorized and empowered by such corporation to execute said instrument.  
My commission expires June 24, 1925. (Seal) B. H. Johnston, Notary Public.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.  
This conveyance is intended as a mortgage to secure the payment of Four promissory note, S. of even date herewith. One for \$1,550.00 due in twelve months, one for \$1,550.00 due in eighteen months, 192 one for \$1,550.00 due in twenty four months, one for \$1,550.00 due thirty months from date made to R. F. Arnall or order, payable at maturity with eight per cent interest per annum, payable semi-annually and signed by Nelson Petroleum Company

Said first party hereby covenant that it is owner in fee simple of said premises and that they are free and clear of all incumbrances.  
That it has good right and authority to convey and encumber the same, and it will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part agree to insure the buildings on said premises in the sum of \$ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagee will pay to the said mortgagee ten percent of the unpaid balance Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.  
Now if said first part shall pay or cause to be paid to said second part his heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note, and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first part waive notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws.  
IN WITNESS WHEREOF, said part V of the first part has hereunto set its hand the day and year first above written.  
C. E. Nelson, Secretary. (Cor. Seal) Nelson Petroleum Company  
#1. W. G. Nelson, President.

KNOW ALL MEN BY THESE PRESENTS:  
That of County, Oklahoma, the within named mortgagee in consideration of the sum of DOLLARS. to in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured, and the covenants therein contained.  
TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained.  
IN WITNESS WHEREOF, The said mortgagee has hereunto set hand this day of 192

STATE OF OKLAHOMA, County, ss.  
Before me, a Notary Public in and for said County and State on this day of 1925, personally appeared to me known to be the identical person who executed the above 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 official hand and seal the day and year above set forth.  
My commission expires 192 Notary Public.