

225849 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jennie F. Brennan and E. J. Brennan, her husband

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, ha. ve

mortgaged and hereby mortgage to The Liberty National Bank

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

Northeast Quarter of the Northwest Quarter of the
Northeast Quarter of Section 19, Township 19 North,
Range 15 East, containing 10 acres, more or less.

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WAYNE L. BRADY, County Treasurer
A. G.

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 _____

SEVENTEEN THOUSAND FIVE HUNDRED (\$17,500.00)

DOLLARS,

with interest thereon at the rate of ^{ten} per cent, per annum, payable _____ annually from _____ dateaccording to the terms of ^{one} certain promissory note _____ described as follows, to-wit:

One note in the principal sum of \$17,500.00, dated March 22, 1923, due ninety days from date, bearing interest at the rate of ten per cent from date, signed by Jennie F. Brennan and E. J. Brennan, her husband.

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 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 ^V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

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 _____ ten per cent of principal sum of note _____ 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 22nd day of March, 1923

Jennie F. Brennan

SEAL

E. J. Brennan

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 22nd day of March, 1923, personally appeared _____

Jennie F. Brennan and E. J. Brennan, her husband,

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 June 9, 1923. (Seal) W. I. Doyel, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of March, A. D., 1923 at 3:50 o'clock P. M. Book 439, Page 166.

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