

226050 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. T. Barnes and Hazel Barnes, his wife,

a _____ of Tulsa County, Oklahoma, part^{ies} of the first part, have

mortgaged and hereby mortgage to Mary Kelly,

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

Lot One (1) in Block Eight (8) in Norvell Park
Addition to the city of Tulsa, Tulsa County,
Oklahoma, according to the recorded plat thereof.

I hereby certify that I received \$130.00
from the 65-28.6 acres in payment of mortgage
on the within mortgage.

Dated this 29 day of March 1923
WAYNE L. DICKLEY, County Treasurer

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 (\$3000.00)

THREE THOUSAND and No/100 (\$3000.00)

DOLLARS,

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

according to the terms of ONE certain promissory note described as follows, to-wit: payable in monthly
installment of \$100.00 each, beginning June 3rd, 1923.

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 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 as provided in said note and \$100.00 DOLLARS, which this mortgage also secures.

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

Dated this 21st day of March, 1923.

Arthur T. Barnes

SEAL

Hazel Barnes

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 21st

day of March, 1923, personally appeared

A. T. Barnes and Hazel Barnes, his wife,

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 Feb. 19, 1924. (Seal) Edgar H. Lee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of March, A. D. 1923

at 5:00 o'clock P. M. Book 439, Page 190

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