

# 226152 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F.M. Wooden and Dan W. Patton,a ----- of Tulsa, County, Oklahoma, part 1st the first part, have mortgaged and hereby mortgage to The Liberty National Bank of Tulsa, Oklahoma.~~XXX~~ part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North half (N $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of Section 24, Township 18, Range 13 East, less three acres in the South east corner thereof. The above property is not and never was a part of my homestead.

8562-1198  
30 : meh. 103  
A. J.

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 Ninety-nine Hundred Fifty & No/100 (\$9950.00) ----- DOLLARS.with interest thereon at the rate of ten per cent, per annum, payable ----- annually from ----- maturityaccording to the terms of one certain promissory note ----- described as follows, to-wit:

One note in the principal sum of \$9950.00, dated January 18th, 1923, due ninety days from date, bearing interest at the rate of ten per cent from maturity, signed by F.M. Wooden and Dan W. Patton.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 part ----- 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, they ----- will pay a reasonable attorney's fee of ----- ten per cent of principal sum of note, ----- ~~XXXXXX~~ 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 18th day of January, 19 23F.M. Wooden, SEALDan W. Patton, SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 18th day of January, 19 23, personally appeared F.M. Wooden and Dan W. Patton,

~~XXX~~  
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 ~~XXXXXX~~ and official seal the day and year last above written.

My commission expires November 19th, 1924. (SEAL) Olive McQueen, Notary Public.

I hereby certify that this instrument was filed for record in my office on 30 day of Nov. A. D. 19 23 at 1:40 o'clock P. M. Book 439, Page 196

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