

227315 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mrs. M. E. Felts, a widow

a \_\_\_\_\_ of Tulsa, Oklahoma County, Oklahoma, part y of the first part, has  
 mortgaged and hereby mortgage to N. L. Townsend

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

Lot sixteen and the north eight feet of lot fifteen  
 and the south nine feet of lot seventeen, all in block  
 seven of the Abdo Addition, except forty feet off the  
 east end of said lots, according to the recorded plat  
 thereof.

TAXASION  
 I hereby certify that the above described premises are  
 Receipt No. 8514 for the payment of ad valorem  
 tax on the within described premises.  
 Dated this 12 day of April 1923.  
 WAYNE L. DICKEY, County Treasurer  
 Deputy

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

Three Thousand and no/100

DOLLARS,

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

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

One note of even date herewith executed by first party to second party  
 for the principal sum of Three thousand and no/100, due three years  
 after date with interest at the rate of eight per cent per annum,  
 interest payable semi annually.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said party of the first part hereby agree, that in the event action is brought to foreclose this mortgage, she will pay a  
 reasonable attorney's fee of \$10.00 and ten per cent of amount due DOLLARS,  
 which this mortgage also secures.

Part 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 11th day of April, 1923.

Mrs. M. E. Felts

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_ a Notary Public in and for said County and State, on this 11th  
 day of April, 1923, personally appeared

Mrs. M. E. Felts, a widow

and  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed  
 the same as her 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 Sept. 16, 1924. (Seal) Paul A. Wilson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of April, A. D. 1923

at 9:10 o'clock A.M. Book 439, Page 298

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