

224011 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We. W. T. Brady, and his wife, Rachael C. Brady

a _____ of Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to A. H. Ninman
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The Southeast Quarter of Section Five (5), in
 Township Eighteen (18) North, and Range Fourteen
 (14) East, (except one Acre our of the Southwest
 Corner, for School purposes,), in Tulsa, County,
 Oklahoma.

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 _____

Sixteen Hundred Forty One and no/100

DOLLARS,

with interest thereon at the rate of 6 per cent, per annum, payable semi- annually from date

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

One Note for \$840.50, due Feby. 28th, 1924, and payable to A. H. Ninman, and numbered (1) and One note for (\$840.50), due Feby. 28th, 1925, and payable to A. H. Ninman and numbered (2), both dated Feby. 28th, 1923, and bear interest at the rate of 6% and payable Semi-annually.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby covenant s and agree s 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, they will pay a reasonable attorney's fee of Two Hundred and no/100 DOLLARS, which this mortgage also secures.

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

Dated this 28th day of Feby., 19 23

W. T. Brady SEAL

Rachael C. Brady SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 28th day of Feby., 19 23, personally appeared _____

W. T. Brady

Rachael C. Brady

and _____ to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed their the same as 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 May 15, 1924. (Seal) E. P. Jennings, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of March, A. D., 19 23 at 3:05 o'clock P. M. Book 439, Page 34

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