

#229363 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C.L. Netherland and Beulah Netherland, his wife,

of Tulsa, County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Claude Sample

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

North 1/2 Lot 2 Block 14 North Tulsa
Addition to the City of Tulsa, Okla.,

This instrument is a mortgage of \$1000.00 and is subject to the lien of a first mortgage of \$1000.00.

Dated this 4th day of May, 1923.
C.L. Netherland
Beulah Netherland

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 One Thousand DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi-annually from Date

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

Dated 5-1-23 Amount \$1000.00 due Aug. 1st, 1923.

Bearing 10% interest, signed by C.L. & Beulah Netherland.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 y. 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, will pay a reasonable attorney's fee of One hundred DOLLARS, which this mortgage also secures.

Parties 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 1 day of May, 1923.

C.L. Netherland SEAL

Beulah Netherland SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 1st day of May, 1923, personally appeared C.L. Netherland, and Beulah Netherland, his wife,

XXXXX

to me known to be the identical persons 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 hand and official seal the day and year last above written.

My commission expires Dec. 13, 1924. (SEAL) H. Augustus Guess Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of May, A. D., 1923.

at 1 o'clock P. M. Book 439, Page 441

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