

#229405 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. Z. Glenn and Gracie L. Glenn (his wife,) of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Don Raulsten of part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

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3 May 3
a.g.

The East Sixty-five (65) feet of Lots Seven (7) and Eight (8) in Block Six (6) in Continuation of Glenn Acres Sub-division to Tulsa County, Oklahoma, in Section Five (5), Township Nineteen (19) North, Range Twelve (12) East.

"This mortgage is given subject to a first mortgage of One Thousand Dollars, also a second Mortgage of Twenty One Hundred and Fifty Dollars" of Section -- Twp-- Range -- and containing --- acres, more or less, 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 Hundred and Twenty and no/100 - - - - - DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~xxxxxxx~~ date on the unpaid balance according to the terms of 1 certain promissory note ~~xxxxxxxxxxxxxxx~~ bearing even date herewith and given as evidence of the within indebtedness. Matures Oct. 28, 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.

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, they will pay a reasonable attorney's fee of \$25.00 and 10 per cent of the full amount unpaid ~~xxxxxxx~~ 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 28th day of April, 1923.

S. Z. Glenn SEAL

Gracie L. Glenn 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 April, 1923, personally appeared S.Z. Glenn and Gracie L. Glenn (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 signature and official seal the day and year last above written.

My commission expires Oct. 24, 1924. (SEAL) R.D. Hudson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of May A. D., 1923 at 3:20 o'clock P. M. Book 439, Page 447

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