

229465 C.N.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. E. Nute and Emma Nute (husband and wife)a _____ of Tulsa County, Oklahoma, parties of the first part, ha. vemortgaged and hereby mortgage to W. H. Botkinof _____ part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twelve (12) in block One (1) of the Ramona Addition to the city of Tulsa according to the recorded plat thereof.

subject to mortgage of \$800.00 to Home Bldg. and Loan Assn.

Notes secured described as follows:

One note for \$300.00 dated May 2nd 1923 due May 2nd 1924 signed by C. E. Nute and Emma Nute bearing interest at 8 per cent per annum payable semi annually.

One note for \$400.00 dated May 2nd 1923 due May 2nd 1925 signed by C. E. Nute and Emma Nute bearing interest at the rate of eight per cent per annum from date payable semi annually.

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 _____

Seven Hundred and No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date

according to the terms of two certain promissory note S described as follows, to-wit: bearing even date herewith and given as evidence of the within indebtedness.

PROPERTY CERTIFICATE NO. 284
RECORDED 4311
TAX ON THE 5th OF MAY 1923
WAYNE L. HARDY, County Treasurer
U.S. Deputy

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 Y 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 \$50.00 and 10% of mortgage DOLLARS, 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 2nd day of May, 19 23

C. E. Nute

SEAL.

Emma Nute

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 2nd day of May, 19 23, personally appeared _____

C. E. Nute and Emma Nute (husband and wife)

and _____

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 signature and official seal the day and year last above written.

My commission expires Sept. 8, 1923. (Seal) J. E. Hardy, Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of May, A. D., 19 23

at 9:00 o'clock A. M. Book 439, Page 452

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

Deputy.