

COMPARED

MORTGAGE RECORD NO. 439

489

229897 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Wm. O. Bohnesfield

a of Tulsa County, Oklahoma, par of the first part, has mortgaged and hereby mortgage to A. J. Rollins of part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South-east Quarter (SE¹) of the North-east Quarter (NE¹) and the North-east Quarter (NE¹) of the South West Quarter (SW¹) of the North-east Quarter (NE¹) of Section Twenty-three (23), Township Twenty (20) North, Range Thirteen (13) East, containing fifty (50) acres, more or less.

I hereby certify that I received \$250 and issued Receipt No. 1388 therefor in payment of mortgage tax on the within mortgage.

Dated this 9 day of May 1923
WAYNE L. DICKLEY, County Treasurer

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

Five thousand five hundred and No/100 DOLLARS,

with interest thereon at the rate of 7 per cent, per annum, payable semi annually from date

according to the terms of 11 certain promissory note S described as follows, to-wit:

Dated at Dawson, Okla. May 8, 1923. Each note for Five Hundred and No/100 Dollars (\$500.00) due One Nov. 8, 1923 and one on the following dates May 8 1924, November 8, 1924, May 8, 1925, November 8, 1925, May 8, 1926, November 8, 1926, May 8, 1927, November 8, 1927, May 8, 1928 and November 8, 1928.

Signed Wm. O. Bohnesfield

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, 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 shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of Two Hundred and No/100 DOLLARS, which this mortgage also secures.

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

Dated this 8th day of May, 1923

Wm. O. Bohnesfield
SEAL.
SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 8th day of May, 1923, personally appeared

Wm. O. Bohnesfield

and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed his 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 April 7, 1925. (Seal) Geo. G. Rhyne, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of May A. D. 1923

at 2:20 o'clock P. M. Book 439, Page 489
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.