

230078 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Uel Story and wife, Florence Nevada Story,

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, have
 mortgaged and hereby mortgage to W. L. Nixon
 of _____ part ^y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Number Four (4) in Block No. Three (3) of Grandview
 Addition to the city of Tulsa, according to the recorded
 Plat thereof.

Hereby certify that I have received of the mortgagor
 the sum of \$3,750.00 and have thereon
 paid the tax on the within instrument
 Dated this 5th day of May, 1923.
 WAYNE L. BRADY, County Treasurer
 W. L. B.

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 Thousand Seven Hundred Fifty & No/100 (\$3,750.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable as herein- after stated
 annually from _____ from date.

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

of even date herewith, executed by parties of the first part, payable to the order of
 party of the second part, in the sum of Seventy-five Dollars (\$75.00) each, payable
 one each month after the date hereof, the interest being payable upon each note for
 the amount thereof at maturity.

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, 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 party 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 Ten Dollars and ten per cent of any amount due of said indebtedness
 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 5th day of May, 1923.

Uel Story

SEAL.

Florence Nevada Story

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 5th
 day of May, 1923, personally appeared _____

Uel Story and Florence Nevada Story, his 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 Jan. 27, 1924. (Seal) C. G. Hough, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of May, A. D., 1923.

at 11:30 o'clock A. M. Book 439, Page 500

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