

230650 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Nona Atkins (a widow)

a of Tulsa County, Oklahoma, part of the first part, has

mortgaged and hereby mortgage to G. J. Patterson

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

All of Lot Four (4), Block Two (2), Lawnwood Addition to the city of Tulsa, according to the recorded plat thereof, as recorded in the records of Tulsa County Oklahoma.

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

Fifteen Hundred (\$1,500.00) Dollars

DOLLARS,

with interest thereon at the rate of 10% per cent, per annum, payable Semi annually from May 14th, 1923.

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

Dated May 14th, 1923, payable on or before two years after date, for the sum of \$1,500.00 at the rate of 10% per annum, interest semi-annually drawn in favor of G. J. Patterson and signed by Nona Atkins.

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, that in the event action is brought to foreclose this mortgage, she will pay a reasonable attorney's fee of Fifty (\$50.00) DOLLARS, which this mortgage also secures.

Part 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 14th day of May, 1923

Nona Atkins

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this May 15,

day of May, 1923, personally appeared

Nona Atkins (a widow)

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed her

the same as 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 13, 1927. (Seal) Edith V. Warren, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of May, A. D., 1923

at 10:30 o'clock A. M. Book 439, Page 547

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