

COMPARE

231093 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Maude L. Nelson and E. D. Nelson her husband

a \_\_\_\_\_ of Tulsa, Okla. \_\_\_\_\_ County, Oklahoma, part \_\_\_\_\_ of the first part, have  
 mortgaged and hereby mortgage to P. A. McNeal  
 of \_\_\_\_\_ part \_\_\_\_\_ of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

North half of West half of Lot Two (2) Block Three (3) Glenn  
 Acres Sub-division, Tulsa County Oklahoma, according to the  
 recorded plat thereof, being a part of the SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of  
 Sec. 5, Township 19 North, Range 12 East.

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 \_\_\_\_\_

Twelve Hundred Fifty four and 68/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from April 25th, 1923.

according to the terms of One certain promissory note \_\_\_\_\_ described as follows, to-wit:

Dated April 24th, 1923, in the sum of \$1254.68, with interest at the rate of  
 8% from date payable on the unpaid balances monthly, and payable in installments  
 of \$25.00 each and every month on the 25th of the month, and signed by Maude L. Nelson  
 and E. D. Nelson her husband.

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 \_\_\_\_\_ 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, \_\_\_\_\_ will pay a  
 reasonable attorney's fee of \$10.00 and 10% of the face of this Mtg. \_\_\_\_\_ 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 24th day of April, 1923.

Maude L. Nelson

SEAL

E. D. Nelson

SEAL

STATE OF OKLAHOMA, County of Tulsa \_\_\_\_\_, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 24th  
 day of April, 1923, personally appeared \_\_\_\_\_

Maude L. Nelson and E. D. Nelson, her husband

and \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ 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 Feb. 6, 1926. (Seal) W. A. Setser, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of May, A. D., 1923  
 at 11:10 o'clock A. M. Book 439, Page 585.

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