

#231664 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Albert A. Ahrens, a single man,a                      of Tulsa,                      County, Oklahoma, part Y of the first part, hasmortgaged and hereby mortgage to Thomas Melson,of                      part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot (21) Twenty One , in Block (4)  
Four, in City View Addition, to the City  
of Tulsa, Oklahoma, according to the re-  
corded Plat thereof.

I hereby certify that I received \$500.00 and tax  
Receipt No. 9732 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 26 day of May 1923  
WAYNE L. DICKLY, County Treasurer  
W.L.D.

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 Hundred and no/100 - - - - -

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable - - - annually from Dateaccording to the terms of one certain promissory note                      described as follows, to-wit:

One Note for \$500.00, dated May, 26th, 1923, and  
Due June 26, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party                      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 Y shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part Y 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 One Hundred, and no/100 - - - - - DOLLARS, which this mortgage also secures.

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

Dated this 26th day of May, 1923.Albert A. Ahrens SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me,                     , a Notary Public in and for said County and State, on this 26th  
day of May, 1923, personally appeared Albert A. Ahrens,

XXXX

to me known to be the identical person                      who executed the within and foregoing instrument and acknowledged to me that he executed the same as 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 Sept. 10, 1924. (SEAL) E.T. Witty. Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of May A. D., 1923  
at 10:40 o'clock A. M. Book 439, Page 624

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