

MPAR

MORTGAGE RECORD NO. 439

627

251713 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jerry Neal and Blanch Neal his wife

a of Tulsa County, Oklahoma, part <sup>VS</sup> of the first part, ha <sup>S</sup>  
mortgaged and hereby mortgage <sup>S</sup> to Irene Lewis  
of part <sup>V</sup> of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

All of Lot (4) four in Block (8) Eight of the Rosedale  
Addition to the city of Tulsa, Tulsa County, Oklahoma,  
according to the recorded plat thereof.

9746  
28 May 1923  
WALTER H. BAKER, County Treasurer  
S.E.

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  
Two hundred and sixty five DOLLARS,

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

Beginning July 8th, 1923, due 10.00 per month each month thereafter until  
the entire \$265.00 Two hundred and sixty five dollars is paid.  
The last payment being for five (\$5.00) Dollar

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>VS</sup> hereby  
covenant <sup>S</sup> and agree <sup>S</sup> 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 <sup>V</sup> shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said part <sup>VS</sup> of the first part hereby agree <sup>S</sup>, that in the event action is brought to foreclose this mortgage,    will pay a  
reasonable attorney's fee of Fifty DOLLARS,  
which this mortgage also secures.

Part <sup>VS</sup> 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 25 day of May, 1923

Jerry Neal  
Blanche Neal  
SEAL  
SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me,   , a Notary Public in and for said County and State, on this 25th  
day of May, 1923, personally appeared  
Jerry Neal & Blanch Neal, his wife

and  
to me known to be the identical person <sup>S</sup> 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 Mar. 29th, 1925. (Seal) D. C. Tillery Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of May A. D., 1923  
at 9:30 o'clock A. M. Book 439, Page 627

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