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REAL ESTATE MORTGAGE.

This indenture, made this 10th day of March, A.D. 1924, between One McNeeley and W. E. McNeeley, (her husband) of the first part, and The West Tulsa State Bank, of Tulsa, County, in the State of Oklahoma, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of eight hundred dollars, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, all of the following described real estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot three (3) in Block five (5) in Clinton addition to
Tulsa, Okla., as per the recorded plat thereof,

To have and to hold the same, together with all and singular the tenements hereditaments and appurtenances thereto belonging, or in anywise appertaining forever.

Provided, always, and these presents are upon this express condition, that whereas said parties of the first part have this day delivered a certain promissory note in writing to said party of the second part, for the total sum of \$800.00, said note being better described as follows: Said note is dated at Tulsa, Okla. March 10th, 1924, and is signed by One McNeeley and W. E. McNeeley. Note is payable at the West Tulsa State Bank, West Tulsa, Okla. in installments of \$25.00 each, beginning Apr. 10th, 1924. Said note is payable in full on or before March 10th, 1925. Said interest on said note is payable monthly at the rate of ten per cent per annum. Said note carries an attorney's fee clause of ten per cent of note. (This note is given in renewal of a former mortgage) and the first parties agree to keep the buildings insured for \$1000. and the mortgagee agree to pay 10% of amount of note, attorney's fees on foreclosure.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereof, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum or sums and interest thereon shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises, and the said parties of the first part for said consideration, do hereby specially waive an appraisalment of said real estate and all the benefit of the homestead exemption and stay laws of the State of Oklahoma.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

One McNeeley,
W. Elmer McNeeley,
W. E. McNeeley.

State of Oklahoma)
Tulsa County) SS

Before me, F. A. Singler, a Notary Public, in and for County and State, on this 10th day of March 1924, personally appeared One McNeeley, and W. E. McNeeley, to me known to be the identical persons 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.