

231736 C.M.J.

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That THE OKLAHOMA STEEL CASTINGS COMPANY
a Tulsa, Tulsa County, Oklahoma, part V of the first part, has
mortgaged and hereby mortgage to THE CENTRAL NATIONAL BANK OF TULSA
of part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Beginning at a point in the range line 1600 feet north of the Southeast corner of the NE¹₄ of Sec. 36, Township 20 North, Range 12 East of the Indian Base and Meridian, running thence South along the East line of said Section 36, a distance of 934.73 feet to an intersection with the North right of way of the Tulsa and S.F.R.R. running thence North 72 degrees 08 minutes West along said right of way line a distance of 311.31 feet to a point of curve, running thence West along a line curving concave to the left, having a radius of 633.8 feet a distance of 334 feet to a point of tangent; running thence South 77 degrees 39 minutes West a distance of 349.22 feet; running thence South 75 degrees 57 minutes West a distance of 58.22 feet to an intersection with the right of way line of the main line of the A.T. and S.F.R.R. running thence North 47 degrees 16 minutes East along said right of way line a distance of 94.2 feet; running thence North 17 degrees 29 minutes West along the said right of way line a distance of 11.4 feet, running thence in a northeasterly direction along the right of way line of A.T. and S.F.R.R. main line a distance of 1266.5 feet to the place of beginning. (Except the following described land: That part of the NE¹₄ of Section 36, Township 20 North, Range 12 East, bounded as follows, to-wit: Beginning at a point 1600 feet north of the Southeast corner of the NE¹₄ of Section 36, Township 20 North, Range 12 East of the Indian Base and Meridian; running thence South along the East line of said Section 36, a distance of 353.33 feet; running thence West at right angles to the East line of said Section 36, a distance of 402.18 feet to a point of intersection with the right of way of the A.T. & S.F.R.R. running thence North 41 degrees 48 minutes East along the right of way of said A.T. & S.F.R.R. a distance of 555.34 feet to place of beginning, containing 1.63 acres, more or less) together with the buildings thereon and machinery and equipment therein contained.

This mortgage is given to secure the principal sum of Twenty-five Hundred and No/100 DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable annually from maturity
according to the terms of one certain promissory note described as follows, to-wit:

One (1) certain promissory note, dated May 24, 1923, due Ninety (90) days after date, bearing interest at the rate of Eight per cent per annum, from maturity, bearing the endorsement of Verser Hicks and E. H. Cornelius.

This mortgage also secures all renewals and extensions of said note and all subsequent loan made by mortgagee to mortgagor prior to the release of this mortgage.

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 upon 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 the second part shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of Two Hundred Fifty and 00/100 DOLLARS which this mortgage also secures.

Part V 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 24th day of May, 19 23.

Attest: (Cor. Seal)
Verser Hicks, Secy.

Oklahoma Steel Castings Co. SEAL
By Ernest H. Cornelius, Pres. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, the undersigned, a Notary Public in and for said County and State on this 26th day of May, 19 23, personally appeared Ernest H. Cornelius, as President of the Oklahoma Steel Castings Co. to me known to be the identical person who executed the within and foregoing instrument on behalf of said Oklahoma Steel Castings Co. and acknowledged to me that he executed the within and foregoing instrument on behalf of said Oklahoma Steel Castings Co. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires June 12, 1923. (Seal) Amy M. Walton, Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of May, A. D. 19 23
at 1:00 o'clock P.M. Book 439, Page 1
By Brad Brown, Deputy. (Seal) O. G. Weaver, County Clerk