

235130 PLE

Cathy Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Morris H. Neeley and Anna B. Neeley His Wife
 of Tulsa, Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Ira D. Brooks
 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Eleven (11) and Twelve (12) in Block Three
 (3) of Northside addition to the City of Tulsa, Tulsa
 County Oklahoma according to the recorded plat thereof.

The First parties hereby covenant that they are the
 owners in fee simple of said premises and that they are
 free and clear of all incumbrances except a mortgage of
 \$4000.00 favor of the Home Building and Loan Association
 of Tulsa, Okla.

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 One Thousand One Hundred Twenty Five Dollars,
(\$1125.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable Semi- annually from Date
 according to the terms of Ten certain promissory note as described as follows, to-wit:

One Note dated	7/3/23	Due	8/1/23	For	\$125.00
" "	"	"	9/1/23	"	\$125.00
" "	"	"	10/1/23	"	\$125.00
" "	"	"	11/1/23	"	\$125.00
" "	"	"	12/1/23	"	\$125.00
" "	"	"	1/1/24	"	\$100.00
" "	"	"	2/1/24	"	\$100.00
" "	"	"	3/1/24	"	\$100.00
" "	"	"	4/1/24	"	\$100.00
" "	"	"	5/1/24	"	\$100.00

All signed by Morris H. Neeley, Anna B. Neeley and H. O. Vaden

TULSA COUNTY NOTARY PUBLIC
 I hereby certify that I received 224
 Mortgage No. 10468 for the purpose of recording
 on the 6th day of July, 1923
H. O. Vaden
H. O. Vaden

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 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, They will pay a
 reasonable attorney's fee of One hundred fifty Dollars DOLLARS
 which this mortgage also secures.

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

Dated this Third day of July, 1923.

Morris H. Neeley SEAL
Anna B. Neeley SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 3rd
 day of July, 1923, personally appeared Morris H. Neeley and Anna B. Neeley, his wife

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 Dec. 15, 1924 (SEAL) H. Augustus Guess Notary Public

I hereby certify that this instrument was filed for record in my office on 6th day of July, A. D., 1923
 at 1.30 o'clock P. M. Book 488 Page 254
 By Brady Brown Deputy (SEAL) O. C. Weaver County Clerk