

## MORTGAGE RECORD NO. 456

235971 DLE. COMPARED  
Overby Bros. Builders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Walter C. Nelson  
 of Tulsa Tulsa County, Oklahoma, part of the first part, ha-  
 mortgaged and hereby mortgage to The Liberty National Bank of Tulsa,  
 of Tulsa Tulsa County, Oklahoma, part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Two (2), in Block Eight (8), in Bren Rose  
 Addition to the city of Tulsa, Tulsa County,  
 Oklahoma, according to the official plat thereof.

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 TWENTY-FIVE HUNDRED & NO/100 (\$2500.00)  
 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

One note in the principal sum of \$2500.00, dated  
 July 16th, 1923 due on or before four months from  
 date, bearing interest at the rate of eight per cent f  
 from date, signed by Walter C. Nelson.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$2500.00 and issued  
 Receipt No. 10476 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 17 day of July, 1923  
W. W. Stucky County Treasurer  
R. B. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part hereby  
 covenants and agrees S 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 part shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a  
 reasonable attorney's fee of ten per cent of the principal sum of said note thereon  
 which this mortgage also secures.

Part Y 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 16th day of July, 1923.

Walter C. Nelson SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 16th  
 day of July, 1923, personally appeared Walter C. Nelson, a single man,

and \_\_\_\_\_  
 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 April 6, 1927 (SEAL) Bartha Taylor Notary Public

I hereby certify that this instrument was filed for record in my office on 17th day of July, A. D., 1923.  
 at 3.50 o'clock P. M. Book 439, Page 312  
 By Brady Brown Deputy. (SEAL) O. G. Weaver County Clerk