

#236117 NS

## REAL ESTATE MORTGAGE

## COMPARED

KNOW ALL MEN BY THESE PRESENTS, That Wm. O. Bohnefeld and Jessie Bohnefeld his wife.  
 a Tulsa, County, Oklahoma, part 1st of the first part, has  
 mortgaged and hereby mortgage to O. M. Irelan  
 of part 1st of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The East One Half ( $\frac{1}{2}$ ) of the Northwest Quarter  
 ( $\frac{1}{4}$ ) of Section Thirty Four (34) Township Nineteen  
 (19) North Range Twelve (12) East, being 80 acres  
 more or less, Except oil & gas lease held by Tidal  
 Oil & Gas Co.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same O. M. Irelan,

This mortgage is given to secure the principal sum of Eleven Thousand (\$11,000.00) DOLLARS,  
 with interest thereon at the rate of 7 per cent, per annum, payable semi annually from March 24th, 1923  
 according to the terms of eleven certain promissory note 8 described as follows, to-wit:

Of due Thousand (\$1000.00) Dollars each payable as  
 follows, March 24th, 1924, & Sept. 24, 1924, Mar 24,  
 1925, Sept. 24, 1925, Mar. 24, 1926, Sept. 24, 1926,  
 Mar. 24, 1927, Sept. 24, 1927, Mar. 24, 1928, Sept. 24,  
 1928, Mar. 24, 1929. evidence of the within indebtedness.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$11,000.00 and issued  
 Receipt No. 10706 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 19 day of July, 1923  
W. W. Stucky, County Treasurer  
P. B. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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.

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 1st shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part 1st of the first part hereby agree, that in the event action is brought to foreclose this mortgage, 1st will pay a  
 reasonable attorney's fee of One Hundred (\$100.00) DOLLARS  
 which this mortgage also secures.

Part 1st 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 24th day of March, 1923.

Wm. O. Bohnefeld SEAL

Jessie Bohnefeld SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, July 19, 1923, a Notary Public in and for said County and State on this 19th  
 day of July, 1923, personally appeared Wm. O. Bohnefeld and Jessie Bohnefeld  
his wife,

me  
 to me known to be the identical person 8 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 April 6, 1927. (SEAL) Bertha Taylor, Notary Public

I hereby certify that this instrument was filed for record in my office on 19 day of July, A. D., 1923.

at 11:50 o'clock A. M. Book 439, Page 322

By Brady Brown Deputy. O. G. Weaver, County Clerk

(SEAL)