

Overlaid Area, Blotter

236789 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Fritz W. H. Segelcke and Ella Segelcke, husband and wife of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to Neal D. Ireland part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The West Seventy Eight (W 78") feet of the North Forty (N 40') feet of Lot Twenty Three (23) in Block Six (6) in the Bellview Addition to the city of Tulsa, Oklahoma; according to the recorded plat thereof as filed for record in Tulsa County, State of Oklahoma,

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 Four Thousand Seven Hundred Fifty DOLLARS, with interest thereon at the rate of eight per cent, per annum, payable monthly annually from date according to the terms of a certain promissory note described as follows, to-wit:

One promissory noted dated July 27th, 1923 for the principal sum of Four Thousand Seven Hundred Fifty (\$4750.00) Dollars in favor of Neal D. Ireland and signed by the parties of the first part; said note to be paid at the rate of Sixty Dollars per month including the interest at the rate of Eight per cent per annum payable monthly. The first installment on said note shall become due and payable on the 1st day of October 1923 and one installment shall become due and payable on the same day of each month thereafter until the entire amount of Four Thousand Seven Hundred Fifty Dollars, together with the interest shall have been paid in full.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 4750.00 and issued Receipt No. 10554 therefor in payment of mortgage tax on the within mortgage.
Dated this 27 day of July, 1923.
W. W. Stacey, 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, 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 party shall be entitled to the immediate possession 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, they will pay a reasonable attorney's fee of 10% of unpaid balance of note 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 27th day of July, 19 23

Fritz W. H. Segelcke SEAL
Ella Segelcke SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 27th day of July, 1923, personally appeared

Fritz W. H. Segelcke and Ella Segelcke, his wife

and --- to me known to be the identical person S 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 July 30th, 1925. (Seal) Lora Miller, Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of July, A. D., 19 23 at 4:55 o'clock P. M. Book 439, Page 377
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk