

Overbay Bros., Binders

COMPARED

REAL ESTATE MORTGAGE

#239671 NS

KNOW ALL MEN BY THESE PRESENTS, That Druce K. Neely, a single woman,
 of Tulsa, Tulsa, County, Oklahoma, part Y of the first part, has
 mortgaged and hereby mortgage to Paul A. Wilson
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Fifteen (15) of Block Four (4) of Midway
 Addition to the City of Tulsa, Tulsa County,
 Oklahoma, according to the recorded 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 One Thousand and no/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

Note dated September 10th, 1923, executed by Druce K. Neely,
 to Paul A. Wilson, for the sum of \$1000.00 with interest at the
 rate of 8 per cent per annum payable semi-annually, due and
 payable on or before September 10th, 1925.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 Y 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, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of 15 per cent of the amount of this mortgage. ~~XXXXXX~~
 which this mortgage also secures.

Part Y of the first part, for said consideration, do hereby expressly waive ~~XXXXXXXXXXXXXXXXXXXX~~ all benefit of
 the homestead, exemption and stay laws in Oklahoma. but does not waive appraisalment.

Dated this 10th day of September, 19 23

Druce K. Neely SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 10th
 day of September, 19 23, personally appeared Druce K. Neely

~~XXXX~~
 to me known to be the identical person, who executed within an foregoing instrument and acknowledged to me that she executed
 the same as her free and voluntary act and deed for the use and purposes therein set forth.

Witness my signature and official seal the day and year last above written.
 My commission expires Jan. 23, 1926. (SEAL) One Cook Notary Public

I hereby certify that this instrument was filed for record in my office on 10 day of Sept. A. D., 19 23
 at 9 o'clock A.M. Book 439, Page 582
 By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk