

#239677 NS
COMPARED

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Leila M. Holzhaus and W. L. Holzhaus, her
 a husband, of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Nellie M. Thompson
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Three (3) in Block One (1) in East
 Highland Addition to the City of Tulsa,

Subject to a prior lien and mortgage in the sum of
 Thirty Five Hundred (3500) Dollars in favor of the
 Oklahoma City Building and Loan Association of
 Oklahoma City, 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 Fifteen Hundred and no/100 - - - - -
 DOLLARS,
 with interest thereon at the rate of eight cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

Two years after date, for value received, we promise to
 pay to the order of Nellie M. Thompson, Fifteen hundred
 and no/100 Dollars, at the First National Bank, without
 defalcation or discount, with interest at the rate of
 eight per cent per annum payable semi-annually from date
 until paid.

RECORDED
 I hereby certify that this instrument was filed for record in my office on 11/4/55 at 604
 on the within instrument.
 Dated this 8 day of Sept 1923
W. W. Shaffer, Clerk
James
Shaffer

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, ten per cent of the amount of note. will pay a
 reasonable attorney's fee of ten per cent of the amount of note. DOLLARS
 which this mortgage also secures.

Parties 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 29th day of August, 1923.

Leila M. Holzhaus SEAL

W. L. Holzhaus SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State on this 8th
 day of September, 1923 personally appeared Leila M. Holzhaus and W. L. Holzhaus,
her husband,

and me
 to me known to be the identical persons 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 January 27, 1927. (SEAL) C. G. Hough Notary Public

I hereby certify that this instrument was filed for record in my office on 10 day of Sept. A. D. 1923
 at 9:30 o'clock A. M. Book 430, Page 584
 By Brady Brown Deputy, (SEAL) O. G. Weaver, County Clerk