

MORTGAGE RECORD NO. 456

Overlay Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That N. J. Hall and Jeannette M. Hall, his wife,
 of Bartlesville, Washington County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to W. W. Holmes,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The North Seventeen (17) Feet of Lot Five (5) in
 Block One Hundred and Thirty-two (132), and the
 South Sixteen (16) Feet of Lot Six (6) in Block
 One Hundred and Thirty-two (132) in the Original
 Townsite of Tulsa.

I hereby certify that this instrument was filed for record in my office on 11/14/24 at 10:08 o'clock A. M.
 and on the within day of Sept. 1923
W. W. Holmes, Notary Public

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 Five Thousand Four Hundred Twenty-seven and
42/100 (\$5,427.42) DOLLARS,
 with interest thereon at the rate of 7 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 sum of \$5,427.42, dated September
 13, 1923, executed by parties of the first part
 to party of the second part, falling due one year
 from date, and bearing interest at the rate of
 seven per cent (7%) per annum from date, payable
 annually.

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, they will pay a
 reasonable attorney's fee of Five Hundred and Fifty (\$550.00) 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 13th day of September, 1923

N. J. Hall SEAL

Jeannette M. Hall, SEAL

STATE OF OKLAHOMA, County of Washington, ss:

Before me, Notary Public, a Notary Public in and for said County and State on this 13
 day of September, 1923, personally appeared N. J. Hall and Jeannette M. Hall, his wife,

and they
 to me known to be the identical person 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 Nov. 16, 1924 (SEAL) A. M. Wheeler, Notary Public

I hereby certify that this instrument was filed for record in my office on 14 day of Sept. A. D., 1923

at 10:08 o'clock A. M. Book 439, Page 608

By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk