

#242973 NS

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That John W. Shaw and Ida P. Shaw, his wife,

of Tulsa, County, Oklahoma, parties ies of the first part, have mortgaged and hereby mortgage to Nellie R. Shroder of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots number Eleven (11) Twelve (12) and Thirteen (13) in Block Number Nineteen (19) in Original Townsite of Broken Arrow, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received 3.00 and issued 12176 in payment of mortgage on the within mortgage.
Dated this 25 day of Oct. 1928.
W. W. Deane, Treasurer
S.B.

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 Three Thousand and no/100 ----- DOLLARS,

with interest thereon at the rate of nine per cent, per annum, payable ----- annually from April 2, 1923, according to the terms of one certain promissory note ----- described as follows, to-wit:

\$3000.00

Broken Arrow, Oklahoma, April 2, 1923.

April 2, 1928 after date, I, we, or either of us promise to pay to Nellie R. Shroder, of Broken Arrow, Oklahoma; or order Three Thousand and no/100 Dollars, for value received; in Broken Arrow, Oklahoma, with interest after date at ten per cent per annum until paid, and Three Hundred Dollars as attorney's fees, if placed in the hands of an attorney for collection, or suit filed thereon. The makers and endorsers hereby severally waive protest, demand and notice of protest and non-payment in case this note is not paid at maturity, and agree to all extensions and partial payments before and after maturity without prejudice to the holder.

Copy

John W. Shaw
Ida P. Shaw.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 on 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 second part ----- shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ies 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 Three Hundred and no/100 ----- DOLLARS, which this mortgage also secures.

Part ies of the first part, for said consideration, do ----- hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 2nd day of April, 1923.

John W. Shaw
Ida P. Shaw
SEAL
SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 31st day of May, 1923, personally appeared John W. Shaw and Ida P. Shaw, his wife,

and ----- 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 2/25/1926. (SEAL) A. M. Laws Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Oct. A. D. 1923 at 3 o'clock P. M.

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