

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. N. Mitchell & wife Delia Mitchell,

Tulsa,

County, Oklahoma, part ies of the first part, ha ve

mortgaged and hereby mortgage to S. P. McDaniel

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 42, in Block 1, in Rayburns Sub-division of Lot 3, in Section 9, in Twp. 19, North & Range 12 East.

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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 Seven Hundred (\$700.00) 00/100 - - - - -

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from date

according to the terms of 23 certain promissory note S described as follows, to-wit:

All notes are dated Oct. 31st, 1923, & each note is given for \$30.00/100, except the last one to become due, which is given for \$40 00/100. The notes are to be paid as follows, Note. No. 1, on December 1, 1923; No. 2, on Jan. 1, 1924, & one on the first day of each succeeding day until the last one is paid.

Said notes are to be paid at the National Bank of Commerce of Tulsa, Okla.,

This is subject to a first mortgage of \$300 00/100 of even date herewith & due in one year.

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.

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 ies 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, they will pay a reasonable attorney's fee of ten per cent & ten DOLLARS, which this mortgage also secures.

Part ies 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 31st day of October 192 23

L. N. Mitchell SEAL

Delia Mitchell SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 31st day of October 192 3, personally appeared L. N. Mitchell and wife, Delia Mitchell,

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 hand and official seal the day and year last above written.

My commission expires June 18, 1927. (SEAL) Nettie J. Powell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of Nov. A. D. 192 3

at 2: o'clock P. M.

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