

COMPASS
#243631 NS

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Charles Nunley, a single man
 of Tulsa, Tulsa County, Oklahoma, part Y of the first part, has
 mortgaged and hereby mortgages to Paul A. Bell
 of Tulsa, Tulsa County, Oklahoma, 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 Twelve (12) in Block Two (2) in
 Rosedale Addition to the City of Tulsa, said
 County and State, 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 Five Hundred (\$500.00) -----
 ----- DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable Semi- annually from November 2, 1923
 according to the terms of one certain promissory note described as follows, to-wit:

Dated November 2, 1923, in said principal sum with interest
 aforesaid, executed and signed by first party, and payable
 to the order of second party one year from date thereof.

The money thus secured is to be used by first party in the
 improvement of the above described premises, and for no
 other purpose. This provision is one of the covenants of
 this mortgage, and a breach of it will render the amount se-
 cured due at once, at the option of second party, who may
 immediately institute suit to foreclose this mortgage.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party Y hereby
 covenants S and agrees S 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 party Y shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said party Y of the first part hereby agrees S, that in the event action is brought to foreclose this mortgage, Y will pay a
 reasonable attorney's fee of \$10.00 and 10 per cent of any amount due. ----- DOLLARS,
 which this mortgage also secures.

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

Dated this 2nd day of November, 1923.

Charles Nunley SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 2nd
 day of November, 1923, personally appeared Charles Nunley, a single man,

and
 to me known to be the identical person ----- who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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 April 19, 1925. (SEAL) N.G. Cross, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of Nov, A.D. 1923

at 2:10 o'clock P. M.

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