

MORTGAGE RECORD NO. 465

#240709 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We, Bettie McElyea (formerly Bettie Mooney) and J. A. McElyea, her husband of Sperry, in Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to A. B. Park of part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Beginning Sixty-five and five tenths (65.5) feet South and Sixteen and five tenths (16.5) feet East of the Northwest corner of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section Thirteen (13) in Township Twenty-one (21) North and Range Twelve (12) East of the Indian Base and Meridian; Thence South Three Hundred Nine and nine tenths (309.9) feet; thence East one hundred Eleven and two tenths (111.2) feet to the West line of the right-of-way of the Midland Valley Railroad; thence in a Northwesterly direction along the said right-of-way Three Hundred Twenty-nine and three tenths (329.3) feet to the place of beginning, containing four-tenths (.4) acres, more or less;

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 Two Thousand & No/100 - - - (\$2000.00) - - - DOLLARS, with interest thereon at the rate of ten per cent, per annum, payable semi- annually from date until paid; according to the terms of one certain promissory note, described as follows, to-wit:

One note dated Sept. 24th, 1923; due Sept. 24th, 1926; Amount \$2000.00 said note providing for an attorney fee if placed in hands of an attorney for collection and containing the usual waivers of demand of payment, presentment, notice of non-payment, notice of protest and extension of time of payment.

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 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 shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties 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 Two Hundred & No/100 - - - (\$200.00) - - - DOLLARS, which this mortgage also secures.

Parties 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 24th day of September, 1923.

Bettie McElyea nee Mooney SEAL

J. A. McElyea SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Joe Harshbarger, a Notary Public in and for said County and State, on this 24th day of September, 1923, personally appeared Bettie McElyea (formerly Bettie Mooney) and J. A. McElyea, her husband,

and 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 Aug. 12th, 1926. (SEAL) Joe Harshbarger, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Sept., A. D., 1923.

at 3 o'clock P. M. By Brady Brown Deputy (SEAL) O. G. Weaver, County Clerk.