

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That **Nellie Mitchell and her husband, Mitchell,**

of **Tulsa,** County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to **Chas. Renner,** 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 Nine (9) In Federal Heights Second Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

TRUSTEE'S ENDORSEMENT

I have examined the foregoing instrument and find it to be a true and correct copy of the original as recorded in my office on **12/15/23** at **11:00** A.M.

W. W. Weaver, County Treasurer

Deputy

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 **One Thousand (\$1,000.00)** DOLLARS,

with interest thereon at the rate of **ten** per cent, per annum, payable **semi-** annually from **December 8th, 1923,**

according to the terms of **One** certain promissory note described as follows, to-wit:

"\$1,000.00) Tulsa, Oklahoma, December 8th, 1923, Three Years after date, for value received, we promise to pay to the order of Chas. Renner, One Thousand (\$1,000.00) Dollars, at Tulsa, Oklahoma, with interest at ten per cent per annum after date. The principals, endorsers, sureties and guarantors of this note hereby severally waive presentment and demand of payment, notice of non-payment, protest and notice of protest, and extension of time of payment. Interest on this note to be paid semi-annually and if not paid when due to bear interest at the rate specified for the principal. If this note is not paid when due and is collected by an attorney or by suit, principals, sureties and endorsers agree to pay an attorney's fee for the collection of same of ten dollars and ten per cent of the amount remaining unpaid."

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, they will pay a reasonable attorney's fee of **One Hundred Fifty (\$150.00)** 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 **8th** day of **December**, 192**3**.

Nellie Mitchell

Cecil C. Mitchell

Tulsa,

STATE OF OKLAHOMA, County of _____

Before me, _____ a Notary Public in and for said County and State, on this **8th** day of **December**, 192**3**, personally appeared **Nellie Mitchell and Cecil C. Mitchell,** wife and husband

and wife and husband, 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 **Feb. 19, 1924.** (SEAL) **Edgar M. Lee.** Notary Public.

I hereby certify that this instrument was filed for record in my office on **10** day of **Dec.** A. D. 192**3** at **4:30** o'clock **P.** M.

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