

COMPARED
#246653 NS

MORTGAGE RECORD NO. 465

491

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Louvenia Polston, a widow, Arden Polston and Zelda Muhr, sole and only heirs of John Polston, deceased, and Dora Polston, wife of Arden Polston, and Joe Muhr, husband of Zelda Muhr, of Tulsa County, Oklahoma, parties of the first part have mortgaged and hereby mortgage to The Exchange National Bank of Tulsa, Oklahoma, a corporation, of Tulsa County, State of Oklahoma, to-wit:

The Southeast Quarter of the Southwest Quarter (SE/4 of SW/4) and the East half of the Southwest Quarter of the Southwest Quarter (E/2 of SW/4 of SW/4) all in Section Thirty-five (35) Township Twenty (20) North, Range Thirteen (13) East; also all of Sectional Lot Four (4), Section Two (2), Township Nineteen (19) North, Range Thirteen (13) East, except the East One Hundred Twenty-nine and 75/100 (129.75) feet of said Sectional Lot Four (4) the lands herein described and mortgaged containing Seventy-seven (77) acres, more or less, according to the government survey 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 (\$2700.00) Twenty-seven hundred and no/100 (\$2700.00) DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable semi-annually from date according to the terms of one certain promissory note described as follows, to-wit:

Of even date herewith, signed by first parties and payable to the order of second party one year after date.

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 five per cent of unpaid principal and \$10.00 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 7th day of December, 1923.

Louvenia Polston
Zelda Muhr, Joe Muhr
Arden Polston, Dora Polston, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 7th day of December, 1923, personally appeared Louvenia Polston, a widow, Arden Polston and Dora Polston, his wife, and Zelda Muhr and Joe Muhr, 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 Feb. 19, 1924. (SEAL) Edgar M. Lee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of Dec. A. D. 1923 at 1:45 o'clock P. M.

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