

#246669 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That we, H.O. Wells, and Nellie I. Wells, husband and wife, of Tulsa, County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to O.C. Graves, of part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Eighteen (18) and Nineteen (19) in Block Sixteen (16) East Addition to New Taneha, in Tulsa County, Oklahoma, according to the Recorded Plat thereof.

RECEIVED'S ENDORSEMENT  
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tax on the 14  
Dated the 14  
W. W.  
Dec 3  
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 Twenty-seven Hundred and Fifty and no/100 -----

DOLLARS,

with interest thereon at the rate of six per cent, per annum, payable monthly xxxxx from July 1st, 1920.

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

Fifty-five notes dated July 1st, 1920 and payable one note each and every month, on the first day thereof, the said notes being numbered consecutively from one to Fifty-five inclusive, with the interest added in said notes and bear interest from maturity at the rate of six per-cent annually.

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 Y 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, will pay a reasonable attorney's fee of Three Hundred ----- DOLLARS, which this mortgage also secures.

Part ies of the first part, for said consideration, do not hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 1st day of July, 1920

H. O. Wells

SEAL

Nellie I. Wells,

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 August, 1920, personally appeared H.O. Wells and Nellie I. Wells, husband and wife,

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 January 27, 1922. (SEAL) Richard Perry. Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of Dec. A. D. 1923 at 2:20 o'clock P. M.

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