

COMPARED  
#240968 NS

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Oil City Tool Company, a corporation,  
of Tulsa, County, Oklahoma, part V. of the first part, has  
mortgaged and hereby mortgages to W. J. McNeil  
of part V. of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Part of Lot Five (5) in Block Fifty-eight (58) of the City of  
Tulsa, particularly described as that part of said lot five (5) bounded  
as follows, to-wit; Beginning at the Northwesterly corner of said Lot  
Five (5) thence in an easterly direction along the Northerly line of  
said lot five (5) to the Northeastly corner of the said Lot Five (5)  
thence in a southerly direction along the easterly line of the said lot  
five (5) a distance of Fifty feet; thence in a westerly direction along  
a line parallel with the northerly line of the said lot five (5) to a  
point of intersection with the westerly line of said lot five (5); thence  
in a northerly direction along the westerly line of said lot five (5) to  
point of beginning; described with reference to the official plat of the  
city, (town) of Tulsa, Oklahoma, (Indian Territory) approved by the  
Secretary of the interior of the United States, April 11th, 1902.

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 Three Thousand Five Hundred and no/100--  
----- DOLLARS,  
with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from ----- date hereof.  
according to the terms of ONE certain promissory note, ----- described as follows, to-wit:

Being in the sum of Thirty-five Hundred and no/100 Dollars,  
executed by mortgagor to mortgagee of even date herewith,  
payable at Tulsa, Oklahoma, twelve months after date and bear-  
ing interest at the rate of 10 per cent per annum.

11/16  
28 Sept 1923  
S.B.

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

Said part V. of the first part hereby agree to, that in the event action is brought to foreclose this mortgage, it will pay a  
reasonable attorney's fee of \$25.00 and 10% of the amount remaining unpaid. DOLLARS,  
which this mortgage also secures.

Part V. 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 19th day of July, 1923

(Corp. Seal)  
ATTEST: Reese Cain, Secretary.

Oil City Tool Co.. SEAL  
By W. S. Lee, President. SEAL

STATE OF OKLAHOMA, County of Creek, ss:

Before me, ----- a Notary Public in and for said County and State, on this 24th  
day of September, 1923, personally appeared W. S. Lee name of the maker thereof,  
to the foregoing instrument as its President and acknowledged to me that he executed the  
same as his free and voluntary act and deed, and as the free and voluntary act and deed  
and of such corporation for the uses and purposes therein set forth.

X -----  
X ----- Witness my hand and notarial seal the  
day and year last above written. (SEAL) Bertha Canterbury. Notary Public.  
My commission expires 12-29-23

I hereby certify that this instrument was filed for record in my office on 27 day of Sept. A. D. 1923  
at 2:30 o'clock P. M.  
By Brady Brown Deputy. (SEAL) O.G. Weaver. County Clerk.