

217558 C.M.J. COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T. K. Killpatrick and D. L. Killpatrick, husband and wife of Sedgwick Kansas County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to Grand Leader Company of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Numbered Four (4) in Block Numbered Three (3) in South Side Addition to the city of Sand Springs in Tulsa County, Oklahoma according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$22.9 and issued Receipt No. 680 therefor in payment of mortgage tax on the within mortgage.

Dated this 27 day of Dec, 1922

WAYNE L. DICKEY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

Deputy

This mortgage is given to secure the principal sum of

THREE HUNDRED NINETY TWO AND SEVENTY EIGHT ONE HUNDREDTHS (\$392.78) DOLLARS

with interest thereon at the rate of ten per cent, per annum, payable Monthly commencing from December 12th, 1922.

according to the terms of two certain promissory note s described as follows, to-wit:

One note payable to Grand Leader Company dated Dec. 12th, 1922, for the principal sum of Two Hundred Forty and 00/100 Dollars, payable in monthly installments of Twenty Dollars per month with interest from above date at the rate of Ten percent per annum.

One note payable to Grand Leader Company, dated Dec. 12th, 1922 for the principal sum of One Hundred Fifty Two and Seventy Eight One Hundredths Dollars payable in monthly installments of Twenty Dollars per month beginning Dec. 12th, 1922 and continuing for seven successive installments, and the eighth and last installment is for Twelve and Seventy Eight One Hundredths Dollars, all installments bear interest at the rate of Ten per cent per annum payable monthly from Dec. 12th, 1922.

T.K. Killpatrick and D.L. Killpatrick are the makers of each of these notes.

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 V 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, they will pay a reasonable attorney's fee of They Five and 00/100 DOLLARS, which this mortgage also secures.

Part ies 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 12th day of December, 1922 he his

P x K x Killpatrick

SEAL

mark mark

D. L. Killpatrick

SEAL

Kansas
STATE OF OKLAHOMA, County of Sedgwick, ss:

Before me, - - -, a Notary Public in and for said County and State, on this 26 day of December, 1922, personally appeared

T. K. Killpatrick and D. L. Killpatrick

and husband and wife

to me known to be the identical person s 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 Dec. 1st 1926. (Seal) C. W. McCoy Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Dec., A. D., 1922 at 3:10 o'clock P.M. Book 402, Page 190

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.