

218010 C.H. I. COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Tucker Gilmer and Ida Gilmer, his wife  
 of Tulsa, Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Hutchison Lumber Company  
 of Tulsa County, State of Oklahoma, to-wit: part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

South half, lot six, Block eighteen in the North  
 Tulsa Addition to the city of Tulsa, County of  
 Tulsa, Oklahoma, according to the duly recorded  
 plat thereof.

TREASURER'S RECEIPT  
 I hereby certify that I received \$166.00 and issue  
 Receipt No. 7198 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 4 day of March, 1923.

WAYNE L. DICKEY, County Treasurer

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 hundred forty-five dollars and seventy three cents DOLLARS  
 with interest thereon at the rate of 8 per cent, per annum, payable with each note monthly from December 15, 1922  
 according to the terms of fourteen certain promissory notes S described as follows, to-wit:

Fourteen promissory notes totaling \$345.77 (three hundred  
 forty-five dollars seventy-three cents) to be paid \$25.00  
 each month, first note payable January first, 1923, and  
 the others the first of each succeeding month until paid.

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.

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 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 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 fifteenth day of December, 1922.

Tucker Gilmer SEAL  
Tucker Gilmer  
Ida Gilmer SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Arthur B. Crawford, a Notary Public in and for said County and State, on this 23d  
 day of December, 1922, personally appeared

Tucker Gilmer  
Ida Gilmer  
 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 June 15, 1926 (Seal) Arthur B. Crawford Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Jan., A. D., 1923  
 at 8:00 o'clock A. Book 402, Page 215

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