

218505 C.M.J. COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That George E. Spiller and Gertrude Spiller his wife,
 a Jenks, Tulsa County, County, Oklahoma, part V of the first part, have
 mortgaged and hereby mortgage to The First State Bank of Jenks, Okla.
 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:

All of Lots Nine (9) and Ten (10) in Block Thirty
 (30) in the won of Jenks, Tulsa County, Oklahoma
 according to the recorded plat and 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

Six hundred and no/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable quarterly annually from maturity

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

bearing even date herewith and given as evidence of the within indebtedness due
 March 26th, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby
 covenant ies and agree ies 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 ies, that in the event action is brought to foreclose this mortgage, ies will pay a
 reasonable attorney's fee of Sixty and No/100 DOLLARS,
 which this mortgage also secures.

Part ies of the first part, for said consideration, do ies hereby expressly waive appraisalment of said real estate and all benefit of the
 homestead, exemption and stay laws in Oklahoma.

Dated this 26th day of December, 1922.

Geo. E. Spiller SEAL

Gertrude Spiller SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

George E. Spiller

and Gertrude Spiller, his 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 September 2nd, 1925 (Seal) Minnie Hugo Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Jan. A. D. 1923
 at 3:00 o'clock P. M. Book 402, Page 244

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

WAYNE L. DICKEY, County Treasurer
 I hereby certify that I received \$ 12.00 and issued
 Receipt No. 2115 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 9 day of Jan 1923
W. L. Dickey