

The News-Dispatch Print & Audit Co., Oklahoma City

218685 C.H. J. COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Earl Niles

a of Tulsa County, Oklahoma, part V. of the first part, ha. S.

mortgaged and hereby mortgage to Visnelda Forgue

of part V. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Nine (9) in Block Seven (7) in West Tulsa,
an addition to the city of Tulsa, according to
the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 800.00 and issued
Receipt No. 7148 therefor in payment of mortgage
tax on the within mortgage.

Dated this 21 day of Jan, 1923.

WAYNE L. DICKEY, County Treasurer

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

This mortgage is given to secure the principal sum of

Eight Hundred (800.00)

DOLLARS

with interest thereon at the rate of 10% per cent, per annum, payable Semi- annually from date

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

As per copy of note hereto attached Tulsa, Oklahoma, January 10th, 1923.
Two years after date, we or either of us promise to pay to the order of Visnelda Forgue
Eight Hundred and No/100 Dollars for value received, negotiable and payable, at office of
The National Bank of Commerce, Tulsa, Oklahoma, without defalcation or discount, with in-
terest from date at the rate of 10% per cent per annum, payable semi-annually until paid;
and if interest be not paid when due to become as principal and bear same rate of interest.
The drawers and endorsers severally waive presentation for payment, protest and notice of
protest, and non-payment of this note, and agree that this note may be extended from time
to time, without notice, to pay attorney's fees, court costs, and all other expenses in-
curred in collectin this note and interest, or any part thereof. Earl Niles
Due January 10th, 1925.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V. hereby
covenant S. and agree S. 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 S. that in the event action is brought to foreclose this mortgage, - - will pay a
reasonable attorney's fee of ONE HUNDRED DOLLARS,
which this mortgage also secures.

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

Dated this 10th day of January, 1923.

Earl Niles SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State, on this 10th

day of January, 1923, personally appeared Earl Niles

and - - -

to me known to be the identical person - who executed the within and foregoing instrument and acknowledged to me that he executed

the same as his 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 March 15th, 1923. (Seal) W. J. Mason Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of Jan. A. D., 1923

at 1:30 o'clock P.M. Book 402, Page 256

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