

The News Dispatch Print & Audit Co., Shawnee, Okla.

218981 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James Hugh McGilless Jr. and Gladys McGilless his wife.

a _____ of Tulsa _____ County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to W. Warren Ferrell

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

East Thirty five (E 35') feet of Lot One (1) in Block Ten (10) of College View Addition and East thirty five feet (E 35') of North twenty one (N 21') of Lot Six (6) of Block one (1) in Highlands Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat 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

NINETEEN HUNDRED EIGHTY SIX AND 50/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date

according to the terms of 36 certain promissory note described as follows, to-wit:

Thirty Five notes of even date in the sum of \$25.00 each, the first of which becomes due on the sixth day of Feb. 1923 and one on the sixth of each and every month thereafter, two notes in the sum of \$555.75 each due 36 months from date, all notes bear interest at the rate of 8% from date computed and payable monthly.

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 parties 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, _____ will pay a reasonable attorney's fee of _____ DOLLARS, which this mortgage also secures.

Parties 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 6th day of Jan., 1923

James Hugh McGilless Jr. SEAL

Gladys McGilless SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 6th day of January, 1923, personally appeared

James Hugh McGilless, Jr.

and Gladys McGilless, his wife,

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 Jan. 30, 1923. (Seal) R. B. Downing, Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of Jan., A. D., 1923 at 10:20 o'clock A. M. Book 402, Page 278

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

TREASURER'S ENDORSEMENT
I hereby certify that I received \$120.00 and issued Receipt No. 138 in payment of mortgage tax on the within instrument dated 18th day of Jan. 1923
WAYNE L. DICKER, County Treasurer
Deputy