

The New Dispatch Print &amp; Audit Co., Shawnee, Okla.

215082 C.M.J.

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. S. Miller, a single man,

a \_\_\_\_\_ of Tulsa County, Oklahoma, part V of the first part, ha  
 mortgaged and hereby mortgage to J. E. Worthington

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

The West Fifty (50) feet of Lot Five (5) Block  
 Nine (9) Highland First Addition to the City  
 of Tulsa Oklahoma, according to the recorded  
 plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10 and issued  
 Receipt No. 444 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 29 day of Nov 1922

WAYNE L. DICKEY, County Treasurer

Deputy

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 \_\_\_\_\_

Five Hundred Dollars

DOLLARS

EightMonthlydate

with interest thereon at the rate of \_\_\_\_\_ per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_

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

Twenty Notes of even date, payable to J. E. Worthington in equal monthly  
 payments of Twenty Five Dollars each, with interest at Eight percent  
 per annum till paid, all said notes signed by W. S. Miller

"This mortgage is given subject to a First Mortgage on this property  
 of \$2500.00

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, he will pay a  
 reasonable attorney's fee of AS provided in Notes DOLLARS,  
 which this mortgage also secures.

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

Dated this 16th day of November, 19 22.Wade S. Miller

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 18th  
 day of Nov., 19 22, personally appeared \_\_\_\_\_

Wade S. Millerand single man

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 April 9, 1924. (Seal) Cal Arnold, Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of Nov. A. D., 19 22  
 at 1:10 o'clock P. M. Book 402, Page 30.

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