

219695 C.M.J.

**COMPARED****REAL ESTATE MORTGAGE**KNOW ALL MEN BY THESE PRESENTS, That G. C Spillers and Lorena M. Spillers, husband and wife,of Tulsa, Tulsa County, Oklahoma, part ies of the first part, ha vemortgaged and hereby mortgage to Sol Twidwellof part N of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

A portion of Lots Twenty (20) and Twenty-one (21) in Block Nine (9) in West Tulsa, an Addition to the City of Tulsa, Oklahoma, more particularly described as follows: Commencing at the Southwest corner of said Lot Twenty (20), thence east on the south line of said Lots Twenty and Twenty-one (20 and 21), to a point Eight (8) feet east of the southwest corner of said Lot Twenty-one (21); thence north to a line drawn from the southwest corner of said Lot 20 to the northeast corner of Lot Three (3) in said Block Nine (9); thence southwesterly along said line to the southwest corner of said Lot Twenty (20) and the Westerly Eight (8) feet of Lot Twenty-one (21) in said Block Nine (9) lying southeast of the right of way of Tulsa Traction Company in West Tulsa, an addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

**TREASURER'S ENDORSEMENT**

I hereby certify that I received \$ 120 and deposited  
Receipt No. 7526 therefor in payment of mortgage

dated this 24 day of Jan 1923

WAYNE L. DICKEY, County Treasurer

Deputy

This mortgage is given to secure the principal sum of

Four Thousand and No/100 (\$4000.00)with interest thereon at the rate of 8 per cent, per annum, payable - - annually from dateaccording to the terms of two certain promissory note S described as follows, to-wit:

Two notes by G.C. Spillers and Lorena M. Spillers in favor of Sol Twidwell, dated January 1, 1923, each for the sum of \$2000.00, bearing interest at 8 per cent per annum, payable annually, one of which notes is due January 1, 1924, and one due January 1, 1925.

evidence of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 ies 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, that in the event action is brought to foreclose this mortgage, - - will pay a reasonable attorney's fee of \$10.00 and 10 per cent of amount unpaid DOLLARS, which this mortgage also secures.

Part ies 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 1st day of January, 19 23.G. C. Spillers

SEAL

Lorena M. Spillers

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, - - -, a Notary Public in and for said County and State, on this 18thday of January, 19 23, personally appearedG. C. Spillers and Lorena M. Spillers, husband and wife,

and - - - 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 December 2, 1924. (Seal) Mary Berteau, Notary Public.I hereby certify that this instrument was filed for record in my office on 22 day of Jan. A. D., 19 23at 8:00 o'clock A. M. Book 402, Page 343By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.