

MORTGAGE RECORD NO. 402

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. A. Skelley and Mildred A. Skelley his wife
 of Tulsa County, Oklahoma, part 105 of the first part, have
 mortgaged and hereby mortgage to T. A. Trusty
 of Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty One (21) Block ^{Two} (2)
 Sunset Hill Addition to the
 City of Tulsa, Tulsa County,
 Oklahoma, according to the
 recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2600 and issued
 Permit No. 7460 refer in payment of mortgage
 tax on the within mortgage.
 Dated this 27 day of Jan, 1923
 WAYNE L. DICKLY, County Treasurer
a.j.

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 Thirteen hundred and no/100

DOLLARS

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

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

One certain promissory note of even date
 for \$1500.00 payable in thirteen (13)
 months at the rate of \$100.00 per month
 until paid. This is subject to a first
 mortgage of \$3300.00, and a second mort-
 gage of \$1400.00 both of which are of re-
 cord.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 105 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 party shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part 105 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 Ten Per Cent. DOLLARS,
 which this mortgage also secures.

Part 105 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 26th day of January, 1923.

J. A. Skelley SEAL

Mildred A. Skelley 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 January, 1923, personally appeared J. A. Skelley

and Mildred A. Skelley, 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 June 28th, 1924 (Seal) Lester Curie Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Jan, A. D., 1923.

at 1:45 o'clock P. M. Book 402, Page 375.

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