

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

REAL ESTATE MORTGAGE

COMPARED

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, have mortgaged and hereby mortgage to The First National Bank, of Tulsa, Oklahoma,

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

Commencing at the Southeast corner of Lot Three (3) in Block Number Twenty Six (26), Park Place Addition to the said City of Tulsa, according to the recorded plat thereof; thence in a Northerly direction along the East line of said Lot Three (3) a distance of 84.25 feet; thence in a Westerly direction parallel with the North line of said Lot Three (3) a distance of 151 feet; thence in a Northerly direction and parallel with the West line of said Lot Three (3) a distance of Sixty (60) feet to the point of intersection with the North line of said Lot Three (3); thence in a westerly direction along the North line of said Lot Three (3) a distance of One Hundred and Fifty One (151) feet to the intersection of said North line with the West line of said Lot Three (3); thence in a South-erly direction along the West line of said Lot Three (3) a distance of 144.25 feet to the point of intersection of the West line of said Lot Three (3) with the North line of Lot Four (4); thence in an Easterly direction along the South line of said Lot Three (3) a distance of Three Hundred and Two (302) feet to the point of beginning, and all of Lot Four (4) in Block Twenty Six (26) of said Park Place Addition, according to the re-corded 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 FIFTY FIVE HUNDRED (\$5500.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable annually from January 27, 1923,

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

Dated January 27, 1923, made by G. C. Spillers and Lorena M. Spillers to the First National Bank, of Tulsa, Oklahoma, due sixty days after date, bearing interest at the rate of 8 per cent per annum from date, for the sum of \$5500.00.

I hereby certify that I received \$5,500.00 and have
for the same the sum of \$5,500.00 in payment of mortgage
tax on the within mortgage.

Dated this 2 day of Feb, 1923

WAYNE L. DICKEY, County Treasurer

Deputy

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 y 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% of amount remaining 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 27th day of January, 1923.

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 27th day of January, 1923 personally appeared G. C. Spillers and Lorena M. Spillers, husband and wife,

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 Barten, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2nd day of Feb, A. D., 1923 at 9.30 o'clock A.M. Book 402, Page 423

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