

The New England Print & Bind Co., Shreveport, La.

215173 C.M.J. COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ella Shields and S. L. Shields, her husband

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, have
 mortgaged and hereby mortgage to George S. Barclay

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

lots Twenty-seven (27) and Twenty-eight (28)
 in Block Three (3) of Park Hill Addition to
 the City of Tulsa, Oklahoma as said lots are
 shown on the amended plat of said addition
 now on file in the office of the County Clerk
 of said Tulsa County.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 186 and issued
 Receipt No. 6448 therefor in payment of mortgage
 18% on the within mortgage.

Dated this 1 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

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

Thirty-one Hundred & No/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable as stated ~~monthly from~~

according to the terms of 30 certain promissory note S described as follows, to-wit:

One certain series of 38 notes numbered from one to 38 inclusive, and
 dated November 23, 1922. Notes No. one to 37 inclusive each in the
 principal sum of \$80.00 and note No. 38 in the principal sum of \$140.00.
 The first of such series of notes becomes due and payable December 23,
 1922 and one on the 23rd day of each and every month thereafter until
 all of said notes have been paid. All the above notes bear interest
 at the rate of 8% per annum, each note having added to its face the
 interest on the entire deferred sum due from month to month.
 This mortgage is subject and inferior to a first mortgage in the sum
 of \$3500.00 in favor of the Exchange Trust Company of Tulsa, Oklahoma.

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 ^V 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, ^{they} will pay a
 reasonable attorney's fee of Three Hundred Ten & No/100 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 23rd day of November, 1922.

Ella Shields

SEAL

S. L. Shields

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 23rd
 day of November, 1922, personally appeared

Ella Shields and S. L. Shields her husband

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 ^{hand} and official seal the day and year last above written.

My commission expires Feb. 6th, 1926 (Seal) Joe W. McKee Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of Dec. A. D., 1922

at 9:50 o'clock A. M. Book 402, Page 45

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