

COMPARED

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MORTGAGE RECORD NO. 402

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. L. Miller,

a ----- of Tulsa County, Oklahoma, part Y of the first part, ha. S mortgaged and hereby mortgage to Andrew Miller, of ----- part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twelve (12) Block Two (2) in Hillcrest  
Addition to the City of Tulsa, according to  
the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 9.10 and issued  
Receipt No. 7660 therefor in payment of mortgage  
as of the within mortgage.

Dated this 8 day of Feb 1923

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

Nine Thousand and seventy-five and no/100 (\$9075.00) - - - - - DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable ----- annually from January 17, 1922.

according to the terms of 11 certain promissory note S described as follows, to-wit:

10 of said notes being in the sum of \$700.00 each, and 1, in the sum of \$695.00,  
1 promissory note dated July 13, 1922, \$600.00; 1 Promissory note dated October  
16, 1922, \$300.00, and 1 Promissory note dated February 6, 1923, \$480.00, all of  
said notes aggregating the total sum of Nine Thousand and seventy five and no/100  
(\$9,075.00) Dollars.

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

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, ----- will pay a reasonable attorney's fee of 10% and Ten Dollars (\$10.00) - - - - - DOLLARS, which this mortgage also secures.

Part Y 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 6th day of February, 1923.

W. L. Miller,

SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 6th

day of February, 1923 personally appeared W. L. Miller,

and

to me known to be the identical person he 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 February 24, 1923. (SEAL) Font. L. Allen, Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of Feby. A. D., 1923

at 2: o'clock PM Book 402, Page 454

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