

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. H. Skinner and Lillian M. Skinner, husband and wife, of Tulsa, ~~xxx~~ Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to A.R. Thomas, of Tulsa, part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

TESTAMENTARY INSTRUMENT  
I hereby certify that I received \$ 08 and issued Record No. 2712 therefor in payment of mortgage tax on the within mortgage.  
Dated this 12 day of Feb, 1923  
WAYNE L. DICKEY, County Treasurer  
W.B.  
Deputy

Lots Twenty-Four (24) and Twenty-Five (25), in Block Four (4), Gurley Hill Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the Official Recorded 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 Four Hundred (\$400.00) DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable annually from 1923 according to the terms of ten certain promissory notes described as follows, to-wit:

Each note for the sum of \$40.00 of even date herewith, the first note falling due one month from date hereof and one note falling due each month thereafter, bearing interest at the rate of eight per cent per annum, said notes made by J.H. Skinner and Lillian M. Skinner, in favor of A.R. Thomas.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 parties 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 ten per cent of amount, unpaid, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive ~~appraisal of said real estate and~~ all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 12th day of February, 1923

J.H. Skinner SEAL

Lillian M. Skinner SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 12th day of February, 1923, personally appeared J.H. Skinner and Lillian M. Skinner, husband and wife.

to me known to be the identical person 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 Dec. 2, 1924 (SEAL) Mary Berteau Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of Feb, A. D., 1923 at 4.00 o'clock P. M. Book 402, Page 483 (SEAL) O.G. Weaver.

By Brady Brown Deputy, County Clerk.