

221973 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Wade S. Miller a single man,
 of Tulsa County, Oklahoma, part V of the first part, ha
 mortgaged and hereby mortgage to J. E. Worthington
 of Tulsa County, State of Oklahoma, to-wit:

The West Fifty feet of Lot Five (5) Block Nine
 (9) Highlands First Addition to the city of Tulsa
 Oklahoma, according to the recorded plat thereof.

This mortgage is given subject to a first Mortgage
 of \$3500.00 and a Second Mortgage of Five Hundred
 Dollars.

TEASURER'S ENDORSEMENT
 I hereby certify that I received \$ 10 and issued
 Receipt No. 1202 in payment of mortgage
 due on the within mortgage.
 Dated this 17 day of Feb. 1923
 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
 Five Hundred DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable as stated monthly from Date

according to the terms of Four certain promissory notes described as follows, to-wit:

Four (4) Promissory notes of One Hundred and Twenty Five Dollars each,
 dated January 25th 1923, payable to J. E. Worthington, signed by Wade
 S. Miller, First note due March 25th 1923, Second Note due May 25th
 1923. Third note due July 25th 1923. Fourth Note due September 25th
 1923, all bearing 10% interest.

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

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of As provided in Notes DOLLARS,
 which this mortgage also secures.

Part V 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 25th day of January, 1923.

Wade S. Miller SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 25th
 day of January, 1923, personally appeared

Wade S. Miller a single man

and

to me known to be the identical person 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 May 7th, 1923. (Seal) Harry White, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Feb. A. D. 1923

at 9:30 o'clock A. M. Book 402, Page 497

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