

222055 C.M.J.

COMPARE

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ada Audell Miller and D. B. Miller her husband

a of Tulsa County, Oklahoma, part 198 of the first part, ha S mortgaged and hereby mortgage to Mrs. A. M. Flourney

of part 198 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lott Five (5) in Block Six (6) Wakefield Addition

to the city of Tulsa, in Tulsa County, Oklahoma, according to the recorded plat thereof

I hereby certify that I received \$6.00

Re No. 7812 for the purpose of payment of the same

Dated this 19th day of Feb 1923

WAYNE L. LANEY, County Clerk

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 Thousand, Seven Hundred Twenty eight

DOLLARS

with interest thereon at the rate of 6 1/2 per cent, per annum, payable semi annually from date

according to the terms of 1 certain promissory note described as follows, to-wit:

2-14-1923 Seven years after date for value receive we promise to pay to the order of A. M. Flourney Five Thousand Seven Hundred Twenty eight dollars

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 198 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 198 shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 198 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 Fifty DOLLARS, which this mortgage also secures.

Part 198 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 15 day of February, 1923

Ada Audell Miller SEAL

D. B. Miller SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 15th day of February, 1923, personally appeared

Ada Audell Miller

and D. B. Miller, her husband

to me known to be the identical persons 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 July 30, 1925. (Seal) Georgina B. Hammett, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Feb. A. D. 1923 at 8:30 o'clock A. M. Book 402, Page 505

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