

222611 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ben H. Williford, a single man,

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

All of Lot Thirty Six (36) and the South Twelve and one-half
(512 $\frac{1}{2}$) feet of Lot Thirty Seven (37) in Block Twelve (12) of
Capitol Hill Addition to the city of Tulsa, according to the
recorded plat thereof, with all improvements thereon and appur-
tenances thereto belonging, and warrant the title to the same

This mortgage is given subject to a first mortgage dated July 7, 1920 in favor of
W. E. Fairbanks to secure the sum of Five Hundred Dollars, payment of which is due July
7, 1925, said mortgage being on record in Tulsa County, State of Oklahoma, in Book 707,
page 74.

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

One Thousand Two Hundred Fifty 00/100 (\$1250.00/100)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date, February 21, 1923,
according to the terms of 50 certain promissory note S described as follows, to-wit:

Each for \$25.00 and all dated February 21, 1923 and drawn in favor of May
Ingersoll, one due on the 21st day of March 1923, and one due on the 21st
day of each and every month thereafter to and including the 21st day of
April 1927, and signed by Ben H. Williford

Record No. 2911
Dated this 24th day of Feb. 1923
WAYNE L. DICKEY, County Treasurer
a.j. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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, and to insure, and keep insured in favor of second
party, buildings on said 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, that in the event action is brought to foreclose this mortgage, he will pay a
reasonable attorney's fee of One Hundred Twenty Five 00/100 DOLLARS,
which this mortgage also secures.

Part Y of the first part, for said consideration, do S hereby expressly waive appraisalment of said real estate and all benefit of the
homestead, exemption and stay laws in Oklahoma.

Dated this 21st day of February, 1923.

Ben H. Williford

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 21st
day of February, 1923, personally appeared

Ben H. Williford

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 July 9, 1925. (Seal)

Harold S. Baer,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Feb., A. D., 1923.
at 2:40 o'clock P. M. Book 402, Page 546

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