

The News-Bulletin Print & Audit Co., Shreveport, La.

215493 C.M.J.

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That O. W. Miller and Bertha Miller his wifen of Tulsa County, Oklahoma, part ies of the first part, ha VS
mortgaged and hereby mortgage to Ruth I. Agardof party Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:West Forty (40) feet of Lot Sixteen (16) in Block Six
(6) in Highlands 2nd Addition to the city of Tulsa Okla-
homa, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 64 and issued
Receipt No. 6531 therefor in payment of mortgage
tax on the within mortgage.Dated this 6 day of Dec 1922

WAYNE L. DICKLEY, County Treasurer

R.W.

Per:

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

Eight Hundred Fifty No/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly annuallly from dateaccording to the terms of 51 certain promissory note S described as follows, to-wit:51 certain promissory notes dated October 23rd 1922 the first 36 notes being in the
amount of \$5.00 each with the first note due and payable on the 23rd day of Nov. 1922
and one note due and payable on the 23rd day of each and every month thereafter until
all have been paid, and the next 14 notes being in the amount of \$45.00 each the first
note being due and payable 37 months after date and one payable each and every month
thereafter until all have been paid in full, together with interest at the rate of 8%
per annum payable monthly on such sums as remain from time to time unpaid, and the last
note being in the amount of \$40.00.Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 Y shall be entitled to the immediate possession of
the premises and all rents and profits thereof.Said part ies 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 Ten dollars \$ 10 DOLLARS,
which this mortgage also secures.Part ies of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the
homestead, exemption and stay laws in Oklahoma.Dated this 25th day of October, 1922.O. W. Miller

SEAL

Mrs. Bertha Miller

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, a Notary Public in and for said County and State, on this 25rd
day of October, 1922, personally appearedO. W. Millerand Bertha Miller, his wifeto me known to be the identical person S 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 Feb. 4th, 1925 (Seal) Lewis G. Melone, Notary Public.I hereby certify that this instrument was filed for record in my office on 5 day of Dec. A. D. 1922
at 10:00 o'clock A. M. Book 402, Page 67By F. Delman, Deputy. (Seal) O. J. Lawson, County Clerk.