

224956 C. J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. C. Spillers and Lorena M. Spillers, husband and wife,

of Tulsa, Tulsa, County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to The First National Bank, of Tulsa, Oklahoma, a corporation,

of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: Commencing at the southeast corner of Lot Three (3) in block numbered Twenty-six (26), Park Place Addition to the said city of Tulsa, according to the recorded plat thereof; thence in a Northerly direction along the East line of said Lot Three (3) a distance of 84.25 feet; thence in a westerly direction parallel with the North line of said Lot Three (3), a distance of 151 feet; thence in a Northerly direction, and parallel with the West line of said Lot Three (3) a distance of 60 feet to the point of intersection with the North line of said Lot Three (3); thence in a westerly direction along the North line of said Lot Three (3) a distance of 151 feet to the intersection of said North line with the West line of said Lot Three (3); thence in a Southerly direction along the West line of said Lot Three (3) a distance of 144.25 feet to the point of intersection of the West line of said Lot Three (3) with the North line of Lot Four (4); thence in an Easterly direction along the South line of said Lot Three (3) a distance of 202 feet to the point of beginning, and all of Lot Four (4) in Block Twenty-Six (26) of said Park Place Addition, according to the 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

SIX THOUSAND (\$6000.00) DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable Semi-annually from date.

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

Note of even date herewith, made by G. C. Spillers and Lorena M. Spillers to The First National Bank, of Tulsa, Oklahoma, for the sum of \$6000.00, bearing interest at the rate of eight per cent per annum from date, payable semi-annually, and due ninety days from date.

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, 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 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 DOLLARS, which this mortgage also secures.

Parties 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 17th day of March, 1923.

G. C. Spillers SEAL

Lorena M. Spillers SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 17th

day of March, 1923, personally appeared G. C. Spillers and Lorena M. Spillers, husband and wife,

and

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 Jan. 9, 1926 (SEAL) R. K. Phipps, Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of March, A. D., 1923

at 4:00 o'clock P. M. Book 123, Page 109

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