

#225234 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Presley Little and Mabel Little, his wife,a _____ of Tulsa, County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to F.S. Miller Lumber Company, a corporation,of _____ part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Twenty-Five (25) and Twenty-Six (26) in Block Four (4) in Washington Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

Received of _____ \$ 83.77 for payment of _____
 Dated this 21 day of March 1923.
 WAYNE L. DICKS, County Treasurer
 Deputy

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 _____

(\$653.60) - - - - (\$653.60) Six Hundred Fifty-three and 60/100 - - - - DOLLARS,with interest thereon at the rate of eight per cent, per annum, payable semi- annually from _____ dateaccording to the terms of one certain promissory note ~~XXXXXXXXXXXXXXXXXXXX~~

Of even date herewith payable in monthly installments of \$25.00 each,
 on the 1st day of each and every month beginning July 1st, 1923.

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 _____ as provided in said note and \$100.00 _____ 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 20 day of March, 1923.Presley Little SEALMabel Little SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, A. Notary Public, a Notary Public in and for said County and State, on this 20 day of March, 1923 personally appeared Presley Little and Mabel Little, his wife,

~~xxx~~

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 May 12, 1923. (SEAL) Grace Rebbling, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of March, A. D., 1923 at 3 o'clock P. M. Book 439, Page 128

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