

COMPARED

MORTGAGE RECORD NO. 439

225842 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. J. Miller and his wife Edythe Miller

a _____ of _____ Tulsa _____ County, Oklahoma, part ^{ies} of the first part, ha^{ve}
 mortgaged and hereby mortgage to _____ Rolland N. Steil
 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 Five (5) Block Four (4) in Edgewood Place
 Addition to the City of Tulsa, Tulsa County, Oklahoma,
 according to the Recorded Plat thereof.

It is understood and agreed that when note in the amount of \$2331.95
 become due at the expiration of 36 months, if said Otto J. Miller is
 still the owner of above property that said second party shall extend
 the payments on the same monthly basis for a period of 24 months.
 Said extension it is understood shall bear interest at the rate of 8%

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 _____

Three Thousand Seven Hundred Fifty and No/100

DOLLARS.

with interest thereon at the rate of ^{Eight} per cent, per annum, payable monthly annually from date

according to the terms of 36 certain promissory note s described as follows, to-wit:

35 notes numbered 1 to 35 inclusive, of even date in the amount of \$61.50,
 said sums include interest at the rate of 8% per annum, computed and payable
 monthly on entire deferred sum. first note due one month from date and one
 note due on even date of each and every month thereafter until all 35 notes
 are paid.

One note of even date for the sum of \$2331.95 due 36 months from date
 said sum includes interest at the rate of 8% per annum to due date.

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, and to insure, and keep insured in favor of second
 party, building 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 ^{ies} of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of 10% of unpaid principal hereof and Ten 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 19th day of March, 1923.

O. J. Miller

SEAL.

Edythe Miller

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 19th
 day of March, 1923, personally appeared _____

O. J. Miller

and Edythe Miller, his wife

to 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 March 4th, 1924. (Seal) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of March, A. D., 1923
 at 3:40 o'clock P. M. Book 439, Page 164

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

RECORDED INSTRUMENT
 I hereby certify that I received \$ 225842 from
 Receipt No. 2486 for the payment of mortgage
 on the within instrument
 Dated this 27th day of March, 1923
 WAYNE L. DICKEY, County Treasurer