

225843 C.M.J.

## REAL ESTATE MORTGAGE

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

a \_\_\_\_\_ of \_\_\_\_\_ Tulsa \_\_\_\_\_ County, Oklahoma, part <sup>ies</sup> of the first part, have  
mortgaged and hereby mortgage to \_\_\_\_\_ Rolland N. Steil  
of \_\_\_\_\_ part <sup>y</sup> 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) in Block Four (4) of Edgewood  
Place Addition to the city of Tulsa, Oklahoma,  
according to the recorded plat thereof.

TEASDA'S 21000  
I hereby certify that I received \$ 2000  
Receipt No. 8486 for the payment of  
the whole of the principal sum of  
the mortgage of \$ 2000  
dated this 27 day of March 1923  
WAYNE L. DICKLEY, County Treasurer

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 hundred seventy-five and no/100 (\$175.00)

DOLLARS.

with interest thereon at the rate of \_\_\_\_\_ percent per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_ Without interest \_\_\_\_\_

according to the terms of \_\_\_\_\_ 10 \_\_\_\_\_ certain promissory note \_\_\_\_\_ described as follows, to-wit:

Ten notes of even date each for the sum of \$17.50, the first of said  
notes falling due Aug. 29th, 1923 and one every six months thereafter  
until all of said notes are paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</sup> 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 part <sup>y</sup> shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said part <sup>ies</sup> 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 \_\_\_\_\_ \$10.00 and 10% of face hereof. \_\_\_\_\_ DOLLARS,  
which this mortgage also secures.

Part <sup>ies</sup> 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 \_\_\_\_\_, 19 \_\_\_\_\_ 23 \_\_\_\_\_

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 \_\_\_\_\_, 19 \_\_\_\_\_ 23, personally appeared \_\_\_\_\_

O. J. Miller

and \_\_\_\_\_ his wife, \_\_\_\_\_

to me known to be the identical person <sup>s</sup> 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 \_\_\_\_\_ Mar. 4, 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., 19 \_\_\_\_\_ 23

at \_\_\_\_\_ 3:40 \_\_\_\_\_ P. \_\_\_\_\_ M. Book 439, Page \_\_\_\_\_ 165 \_\_\_\_\_

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