

The News Dispatch Printing &amp; Audit Co., Oklahoma City, Okla.

228387 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Stacy A. Rollier and Leone Rollier, his wife

a \_\_\_\_\_ of \_\_\_\_\_ Tulsa \_\_\_\_\_ County, Oklahoma, part<sup>ies</sup> of the first part, have  
 mortgaged and hereby mortgage to \_\_\_\_\_ G. J. Miller

of \_\_\_\_\_ part \_\_\_\_\_ of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7) Block five (5) resubdivision of Block five  
 (5) Lawnwood Add. to the city of Tulsa according to the  
 recorded plat thereof.

By Public Administrator  
 Received by \_\_\_\_\_ and issued  
 Receipt No. 2058. Amount in payment of mortgage  
 the other value to be  
 dated 24 April 1923  
 a.g.

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 \_\_\_\_\_

Two Hundred fifty five & No/100

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi-annually from \_\_\_\_\_ date

according to the terms of \_\_\_\_\_ 3 \_\_\_\_\_ certain promissory note \_\_\_\_\_ S \_\_\_\_\_ described as follows, to-wit:

- #1. dated Apr. 20, 1923 due Oct. 20, 1923 payable to G. J. Miller Amt. \$85.00 10% from date.
- #2. Dated Apr. 20, 1923, due Apr. 20, 1924 payable to G. J. Miller, Amt. 85.00 10% from date.
- #3. Dated Apr. 20, 1923, due Oct. 20, 1924, payable to G. J. Miller, Amt. 85.00 10% from date.

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.

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>ies</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, \_\_\_\_\_ will pay a reasonable attorney's fee of One Hundred & No/100 \_\_\_\_\_ DOLLARS, which this mortgage also secures.

Part<sup>ies</sup> 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 20th day of April, 1923

Stacy A. Rollier

SEAL

Leone Rollier

SEAL

STATE OF OKLAHOMA, County of \_\_\_\_\_ Tulsa \_\_\_\_\_, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 20th day of April, 1923, personally appeared \_\_\_\_\_

Stacy A. Rollier

and Leone Rollier, his wife

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 7/3/23 (Seal) J. Joe Perry, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of April, A. D., 1923

at 1:00 o'clock P. M. Book 439, Page 360

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