

#229569 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T.W. Stallings and George H. Miller,a _____ of Tulsa, County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to John R. Skinner,of _____ part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Half ($S\frac{1}{2}$) of Northwest Quarter ($NW\frac{1}{4}$) of Section 8, Township 18 North, Range 13 East, except a certain tract of land described as follows;

A tract of land beginning at the Northwest corner of Southwest Quarter of Northwest Quarter of Section 8, Township 18 North, Range 13 East, and running a distance of fifteen (15) rods South along the Section line which divides section Seven (7) and eight (8); thence East a distance of sixteen (16) rods; thence North a distance of fifteen (15) rods; thence West a distance of sixteen (16) rods to the point of beginning containing in all one and one half ($1\frac{1}{2}$) acres.

"This mortgage is subject to a first mortgage in the sum of \$2,500.00"

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 Twelve Thousand One Hundred Twenty-five and

no/100 (\$12125.00) - - - - - DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable annually from April 2nd, 1923.

according to the terms of three certain promissory notes as described as follows, to-wit:

One note dated April, 1923, for the sum of \$4875.00 due and payable on or before one (1) year after date; and one note dated April 2nd, 1923, for the sum of \$4875.00 due and payable on or before two (2) years after date; and one note dated April 2nd, 1923, for the sum of \$2375.00 due and payable on or before three years after date; all three of said notes payable to the order of John R. Skinner, and bearing interest at the rate of 8% per annum payable annually.

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.

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 ten per cent ~~XXXXXX~~ which this mortgage also secures.

Part ies 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 2nd day of April, 1923.

T.W. Stallings, SEAL.

George H. Miller, SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 2nd day of April, 1923, personally appeared T.W. Stallings and George H. Miller,

~~xxx~~ 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 ~~xxxxx~~ and official seal the day and year last above written.

My commission expires Jan. 9, 1926. (SEAL) H.C. Pestor Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of May A. D., 1923

at 8; o'clock A. M. Book 439, Page 462

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

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 4,38 and issued no/100 \$22.44 therefor in payment of mortgage as within mortgage.

Dated this 6 day of May 1923

WAYNE L. JACKEY, County Treasurer

W. A. S.

Deputy