

COMPARED

## MORTGAGE RECORD NO. 439

230016 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Geo. H. Cantrell, a single man,

a \_\_\_\_\_ of Tulsa County, Oklahoma, part V of the first part, ha S

mortgaged and hereby mortgage to John T. Miller,

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

Lot Number Five (5) in Block Two (2) in Acme Farm,  
Addition to the city of Tulsa, County of Tulsa State  
of Oklahoma,

I hereby certify that I received \$, 02 and 10  
cents No. 2401 therefor in payment of mortgage  
tax on the within mortgage

Dated this 10 day of May 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 fifty (\$150.00) and No/100

DOLLARS,

at maturity

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

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

Dated May 1st, 1923.

\$150.00 payable to the order of John T. Miller, payable in six notes  
of \$25.00 each, first note payable June 1st 1923, a note payable the 1st  
of each succeeding month until paid in full, with interest at the rate  
of 10 per cent per annum from date.

Signed Geo. H. Cantrell

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

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a  
reasonable attorney's fee of \$50.00 DOLLARS,  
which this mortgage also secures.

Part V of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of  
the homestead, exemption and stay laws in Oklahoma.

Dated this 1st day of May, 19 23

Geo. H. Cantrell

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 1st

day of May, 19 23, personally appeared \_\_\_\_\_

Geo. H. Cantrell

and \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that he executed

the same as his 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 27th, 1924. (Seal) Edward E. Barrett, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9th day of May A. D. 19 23

at 2:30 o'clock P. M. Book 439, Page 494

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