

COMPANION

MORTGAGE RECORD NO. 439

230175 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frank F. Tilton and Wilma M. Tilton, his wife

a _____ of _____ Tulsa _____ County, Oklahoma, part ^{ies} of the first part, ha^{ve}
mortgaged and hereby mortgage to _____ H. W. Kelley _____of _____ part ^V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

North Half (N¹/₂) of the East Half (E¹/₂) of Lot Two
(2) in Block One (1) of Smiths Subdivision of the
SE¹/₄ of the SE¹/₄ of Sec. 5, Twp. 19 North, Range 12
East, Tulsa County, Oklahoma, according to the
Recorded plat thereof.

I hereby certify that I received \$ 129 and issued
Receipt No. 9748 therefor in payment of mortgage
tax on the within mortgage.

Dated this 12 day of May, 1923.

WAYNE L. DICKEY, 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 _____

Six Hundred and No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from dateaccording to the terms of 6 certain promissory note 8 described as follows, to-wit:

\$100.00 due Nov. 1st, 1923 \$100.00 due Dec. 1, 1923. \$100.00 due Jan. 1st, 1924
\$100.00 due Feb. 1st, 1924. \$100.00 due Mar. 1st, 1924. \$100.00 due April 1st, 1924.

evidence of the within indebtedness.

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.

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 _____ 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 _____ 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 2nd day of May, 19 23

Frank F. Tilton

SEAL

Wilma M. Tilton

SEAL

STATE OF OKLAHOMA, County of _____ Tulsa _____, ss:

Before me, _____, a Notary Public in and for said County and State, on this 3rd
day of May, 19 23, personally appeared _____

Frank F. Tilton and Wilma M. Tilton, his wife.

and _____
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 September 30th, 1926. (Seal) Alma J. Larson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of May, A. D., 19 23
at 9:00 o'clock A. M. Book 439, Page 512

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