

224364 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. W. Miller, and Bertha Miller his wife

a of Tulsa County, Oklahoma, part 1es of the first part, have

mortgaged and hereby mortgage to Ruth I. Agar

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

The West Forty (40) feet of Lot Sixteen (16) Block Six (6) in Highlands Second Addition to the city of Tulsa according to recorded plat thereof.

RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF TULSA, OKLAHOMA, BOOK 439, PAGE 57, DATE FEBRUARY 14, 1923. BY MECHANICAL RECORDING.

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 hundred eighty and 00/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date

according to the terms of 32 certain promissory note S described as follows, to-wit:

The first note of \$40.00 due and payable on the 18th day of February 1923, and one note for \$40.00 due and payable on the 18th day of each and every month thereafter until the full amount of \$1280.00 has been paid in full together with interest at the rate of 8 per cent, per annum, payable monthly on all sums which remain from time to time unpaid.

This mortgage is given subject to a first mortgage of \$2300.

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 and to insure, and keep insured in favor of second party, building 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 parties shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 1es 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 10% and 10.00 DOLLARS, which this mortgage also secures.

Part 1es 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 7th day of February, 1923.

O. W. Miller SEAL

Bertha Miller SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 7th day of February, 1923, personally appeared

O. W. Miller

and Bertha Miller his wife,

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 Feb. 4th, 1925. (Seal)

Lewis G. Melone, Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of March A. D., 1923 at 4:20 o'clock P. M. Book 439, Page 57

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