

COMPARED

MORTGAGE RECORD NO. 456

147

Overbay Bros. Binders

233617 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That The First Evangelical Lutheran Church A.P. Gerlach,
a Tulsa Vice Pres. County, Oklahoma, part of the first part, ha-
mortgaged and hereby mortgage to G. J. Miller
of part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) in Block Three (3) in Hillcrest Ridge
Addition to the city of Tulsa, Tulsa Okla. according
to the recorded plat thereof.

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 & No/100 DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
according to the terms of one certain promissory note described as follows, to-wit:

Dated June 11th, 1923. Due one year Payable to G. J. Miller
Twelve Hundred & No/100 Int. 8% from date, payable semi-annually
Signed: The First Evangelical Lutheran Church A. P. Gerlach, Vice. Pres.

I hereby certify that I received 24 and
Receipt No. 11166 thereon in payment of mortgage
tax on the within mortgage.
Dated this 20 day of June 1923
WAYNE L. HICKS, County Treasurer
92

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 upon the premises. and to insure, and keep insured in favor of
second party, buildings 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 mort-
gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part Y shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said part Y of the first part hereby agree S, 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 Y 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 11th day of June, 1923

The First Evangelical Lutheran Church
By A. P. Gerlach, Vice Pres. SEAL
E. L. Bumgarner,
H. A. Korte SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -, a Notary Public in and for said County and State on this 11th
day of June, 1923, personally appeared A. P. Gerlach Vice Pres. First Evangelical
Lutheran Church and E. L. Bumgarner and H. A. Korte

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. John T. Miller, Notary Public
My commission expires Nov. 20, 1924. (Seal)

I hereby certify that this instrument was filed for record in my office on 19 day of June A. D., 1923
at 11 o'clock A.M. Book 439, Page 145
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk