

COMPARED

Overlaid with Underlaid

234216 C.M.J.

## REAL ESTATE MORTGAGE

Sadie McIlhany, a single woman

KNOW ALL MEN BY THESE PRESENTS, That Sadie McIlhany, of Tulsa County, Oklahoma, part V of the first part, ha S mortgaged and hereby mortgage to W. H. Davis of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

West Fifty (50) feet of Lot Eight (8) and the West Fifty (50) feet of the South Half of Lot Seven (7) in Block Six (6) of the Original Townsite of the City of Sand Springs, 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 ONE THOUSAND DOLLARS, with interest thereon at the rate of Six per cent, per annum, payable annually from date according to the terms of Three certain promissory note S described as follows, to-wit:

One note for \$360.00 dated May 31st, 1923, due May 31st, 1924.  
One note for \$360.00 dated May 31st, 1923, due May 31st, 1925.  
One note for \$280.00 dated May 31st, 1923, due May 31st, 1926.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$60.00 and issued Receipt No. 10305 therefor in payment of mortgage tax on the within mortgage.

Dated this 27 day of June, 1923  
WAYNE L. DIXON, County Treasurer

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, S 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.

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 the second part V shall be entitled to the immediate possession of the premises and all the 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, she will pay a reasonable attorney's fee of One Hundred DOLLARS which this mortgage also secures.

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

Dated this 31st day of May, 19 23

Sadie McIlhany

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, May 1923, a Notary Public in and for said County and State on this 31st day of May, 19 23, personally appeared

Sadie McIlhany

and her to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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 June 8, 1924. (Seal)

Robt. D. Gibbs,

Notary Public

I hereby certify that this instrument was filed for record in my office on 26 day of June, A. D., 19 23 at 11:20 o'clock A. M. Book 439, Page 186

By Brady Brown, Deputy.

(Seal) O. G. Weaver,

County Clerk