

#231962 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C.A. Willis and Helen M. Willis, (husband and wife) of Tulsa, Oklahoma, County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to William Turner, of Tulsa, Oklahoma, part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) of Block Three (3) of a Sub-division of a part of Block Five (5) of Terrace Drive Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

This mortgage is given subject to a first mortgage of \$5000.00 under date February 6th, 1923, due February 6th, 1926, in favor of Ruby Ridgeway, of Tulsa, Oklahoma.

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 (\$1000.00) DOLLARS, with interest thereon at the rate of seven per cent, per annum, payable annually from date hereof, according to the terms of one certain promissory note described as follows, to-wit:

Tulsa, Oklahoma, May 7th, 1923, on or before (3) years after date, for value received, we promise to pay to the order of William Turner, One Thousand Dollars (\$1000.00) at Tulsa, Oklahoma, without defalcation or discount with interest at the rate of seven per cent per annum, payable annually, from date hereof, until paid, Due on or before May 7th, 1926.

TREASURER'S RECEIPT
I hereby certify that I received \$ 60 and mark
Receipt No. 9819 therefor in payment of mortgage
tax on the within mortgage.
Dated this 6 day of June, 1923
WAYNE L. DICKEY, County Treasurer
W. L. Dickey
Deputy

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 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 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 party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ----- will pay a reasonable attorney's fee ten per cent of face of mortgage, DOLLARS which this mortgage also secures.

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

Dated this 7th day of May, 1923.

C.A. Willis SEAL

Helen M. Willis SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this Seventh day of May, 1923 personally appeared C.A. Willis and Helen M. Willis, (husband and wife)

and ----- to me known to be the identical person ----- 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 April 17th, 1927. (SEAL) Chas. K. Warren Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of May, A. D., 1923 at 11:30 o'clock A. M. Book 439, Page 19 (SEAL) O. G. Weaver, Deputy, County Clerk