

#234555 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lovina Wiley and C. Z. Wiley, her husband of Tulsa, County, Oklahoma, part 128 of the first part, have mortgaged and hereby mortgage to Central National Bank of Tulsa, part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

A part of Lot One (1) in Block Two Hundred Four (204) in the City of Tulsa, Oklahoma, according to the recorded plat thereof, and more particularly described as follows, to-wit;

Beginning at the Northwestern corner of Lot One (1) Block Two Hundred Four (204), thence in an Easterly direction along the Northerly line of said lot a distance of 140 feet; thence in a Southerly direction on a line parallel with the Westerly line of said lot 1 a distance of 50 feet; thence in a Westerly direction on a line parallel with the Northerly line of said Lot a distance of 140 feet to the Westerly line of said lot; thence in a Northerly direction along the Westerly line of said lot a distance of 50 feet to the place of beginning.

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 Thousand and no/100 DOLLARS, with interest thereon at the rate of 10 per cent, per annum, payable after maturity from date according to the terms of one certain promissory note described as follows, to-wit;

One certain promissory note in the sum of \$12,000.00, dated June 6, 1923, due 90 days after date, with interest at 10 per cent, after maturity.

This mortgage also covers all renewals or extensions of said note either in whole or in part and also any subsequent loans which said first parties may make from the Central National Bank of Tulsa Until this mortgage has been released.

RECORDED
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W. W. Stuckey, County Clerk
JUL 3 1923

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 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 parties 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 Twelve Hundred and 00/100 DOLLARS which this mortgage also secures.

Parties 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 6th day of June, 1923.

Lovina Wiley SEAL

C. Z. Wiley, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 23, 1923, a Notary Public in and for said County and State on this 6th day of June, 1923, personally appeared Lovina Wiley and C. Z. Wiley, her husband,

to me known to be the identical persons 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 June 12, 1923 (SEAL) Amy M. Walton, Notary Public

I hereby certify that this instrument was filed for record in my office on 3 day of July, A. D., 1923 at 11:40 o'clock A. M. Book 439, Page 236

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