

#235695 NS COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. R. Cottrell and Ellie Mae Cottrell
Husband and wife, of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to H. E. Hanna
 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Two (2) in Block Seven (7) in Pilcher
 Summit Addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

This mortgage is inferior only to one note in favor of Leonard
 & Braniff in the principal sum of \$2500.00 dated June 22nd, 1923,
 payable monthly and one note in favor of Dan Pilcher in the principal
 sum of \$996.24 dated July, 1923, payable monthly.

of section.....twp.....Range..... and containing acres, more or less.
 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 Five hundred forty-two and 35/100 DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable monthly from date
 according to the terms of one certain promissory note ~~do not xxxxxxxxxx~~

payable \$100.00 on principal monthly beginning August 1st, 1923.

bearing even date herewith and given as evidence of the within indebtedness.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$110 and issued
 Receipt No. 10616 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 13 day of 7, 1923
W. W. Shucky, County Treasurer
R. L. B., Deputy

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.

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 party shall be entitled to the immediate pos-
 session 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, will pay a
 reasonable attorney's fee of Fifty and no/100 DOLLARS
 which this mortgage also secures.

Part 100 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 11th day of July, 1923.

C. R. Cottrell SEAL

Ellie Mae Cottrell 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 July, 1923 personally appeared C. R. Cottrell and Ellie Mae Cottrell,
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 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. R. L. Kifer, Notary Public
 My commission expires June 6, 1927 (SEAL)

I hereby certify that this instrument was filed for record in my office on 13 day of July, A. D., 1923
 at 3:40 o'clock P. M. Book 439, Page 291

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