

#236112 NS

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L.R. Eekles and Nellie Eekles, his wife,
 a Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to W.W. Wilson,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Seventeen (17) and Eighteen (18) Block
 Fifteen (15), Capitol Hill, Second Addition to City
 of Tulsa, Oklahoma, 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 Three Hundred & No/100 DOLLARS,
 with interest thereon at the rate of 10% per cent, per annum, payable annually from Date
 according to the terms of One certain promissory note described as follows, to-wit:

One Note dated 6/28 1923, due 6/28 1926, for \$300.00

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.18 and issued
 Receipt No. 10718 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 20 day of 7, 1923
W.W. Stuckey, County Treasurer
P.B. 13, Deputy

This mortgage is given subject and is inferior, to a certain mortgage for
 \$1,200.00 interest, given by said Party to W.W. Wilson and dated March 12th,
 1921.

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 part 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, they will pay a
 reasonable attorney's fee of Thirty & No/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 28th day of June, 1923.

L.R. Eekles SEAL

Mrs. Nellie Eekles, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 28th
 day of June, 1923, personally appeared L.R. Eekles & Nellie Eekles, his wife,

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.

My commission expires Apr. 2, 1925. (SEAL) J.J. Day, Notary Public

I hereby certify that this instrument was filed for record in my office on 19 day of July A. D. 1923
 at 11:15 o'clock A. M. Book 439, Page 321

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