

MORTGAGE RECORD NO. 456

Overlay Book, Binders

236734 O.M.J. COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. B. Lilley and Carrie Lilley, his wife
 a Tulsa County, Oklahoma, part 1st of the first part, ha. Y.S.
 mortgaged and hereby mortgage to Leona Kruger and Perry Carmichael
 of parties of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Eleven (11) Block Two (2) Ridgedale Terrace Second
 Addition to the city of Tulsa, Oklahoma, according
 to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1400.00 and issued
 Receipt No. 10858 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 7th day of July 1923
W. W. Stucky, County Treasurer
P. L. B. Deputy

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 fourteen hundred (\$1400.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable \$25.00 per month annually from interest and principal
 according to the terms of one certain promissory note described as follows, to-wit:

Dated July 5, 1923. Payable to the order of Leona Kruger and Perry
 Carmichael in the amount of \$1400.00.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 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 1st shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 1st 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 Ten (10%) percent DOLLARS
 which this mortgage also secures.

Part 1st 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 5th day of July, 19 23.

J. B. Lilley SEAL
Carrie Lilley SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 5th
 day of July, 19 23 personally appeared J. B. Lilley & Carrie Lilley, his wife,

and -----
 to me known to be the identical person 3 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 Nov. 2, 1925. (Seal) Ruth Martin Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of July A. D., 19 23
 at 2:25 o'clock P. M. Book 439, Page 375
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk