

COMPARED

MORTGAGE RECORD NO. 456

419

Overly Bro, Binders

237531 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Paul W. Gilmore and Babe O. Gilmore, his wife
a Tulsa County, Oklahoma, part 108 of the first part, ha VE
mortgaged and hereby mortgage to John Wollery
of part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Four (4), Block Two (2), Ozark Heights 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
\$1500.00 to Home Building & Loan Association of Tulsa,
Oklahoma.

TREASURER'S RECEIPT

I hereby certify that I received \$100 and issued
Receipt No. 11206 therefor in payment of mortgage
tax on the within mortgage.

Dated this 5 day of Aug, 192 3
W W Sturkey, County Treasurer
P.S.B.

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 Two Hundred Ninety Three and 79/100 DOLLARS,
with interest thereon at the rate of eight per cent, per annum, payable data
according to the terms of 14 certain promissory note S described as follows, to-wit:

Thirteen notes of even date herewith for the sum of \$20.00 each with
interest at the rate of eight per cent interest payable at maturity
of each note; One note of even date herewith for the sum of \$33.79
with interest at the rate of eight per cent interest payable at maturity
of note.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 108 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 Y shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said part 108 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 Dollars and ten per cent DOLLARS
which this mortgage also secures.

Part 108 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 August, 19 23

Paul W. Gilmore SEAL

Babe O. Gilmore SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 7th
day of August, 19 23 personally appeared -----

Paul W. Gilmore
and Babe O. Gilmore, his wife
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 Feb. 24, 1927 (Seal) Louise Van Antwerp Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of August A. D., 19 23
at 2:30 o'clock P. M. Book 439, Page 419
By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk