

COMPARED

Overpay, Bp, Blue

257556 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. W. Shields and Ida Shields, his wife
 of Skiatook, Tulsa County, Oklahoma, part^{ies} of the first part, has
 mortgaged and hereby mortgage to Commercial Mortgage and Loan Company, a Missouri Corporation
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Seventeen (17) Eighteen (18) Nineteen (19)
 and Twenty (20) in Block Ten (10) of the original
 Townsite of the town of Skiatook, according to a
 certified plat thereof of record in the Court
 House of said County at Tulsa.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1,100.00 and issued
 Receipt No. 11002 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 7 day of Aug 1923
W W Turkey, County Treasurer

W. J.

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 Thousand

DOLLARS,

with interest thereon at the rate of 7 per cent, per annum, payable - - annually from date

according to the terms of one certain promissory note described as follows, to-wit:

Dated July 11th, 1923 due on or before three years from the date hereof and
 signed by O. W. Shields and Ida Shields

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

Said part^{ies} 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 10% of the amount due together with all expenses incident thereto 7 DOLLARS
 which this mortgage also secures.

Part^{ies} 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

O. W. Shields

SEAL

Ida Shields

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

O. W. Shields and Ida Shields, 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 Feb. 23, 1924. (Seal) Frank F. Cochran, Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of August A. D. 1923
 at 4:15 o'clock P. M. Book 439, Page 421
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk