

COMPARED

Overbay Print. Binders

238074 O.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Liller Dyess  
 a \_\_\_\_\_ of Tulsa Oklahoma, \_\_\_\_\_ County, Oklahoma, part \_\_\_\_\_ of the first part, ha \_\_\_\_\_  
 mortgaged and hereby mortgage to E. L. Miles  
 of \_\_\_\_\_ part \_\_\_\_\_ of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lots Three (3) and Four (4) Block Eleven (11),  
 Federal Heights (2nd) Addition to the city of Tulsa,  
 Tulsa County, Oklahoma, according to the Recorded  
 plat thereof.

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 11/22  
 16 Aug 3  
 W. W. Buckley  
 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 \_\_\_\_\_  
One Thousand and Eighty Seven and 23/100 \_\_\_\_\_ DOLLARS,  
 with interest thereon at the rate of 8% per cent, per annum, payable Monthly annually from October 9th, 1923  
 according to the terms of 44 certain promissory note \_\_\_\_\_ described as follows, to-wit:

All notes dated Dec. 16th 1922 one of which falls due on the 9th day of  
 September 1923, with interest after Maturity and 43 notes one of which falls  
 due October ninth (9) 1923, for 25.00 and one on the 9th day of each and every  
 month thereafter till all are paid, with interest at rate of 8% from October  
 9th, 1923.  
 There \$60.98 interest added into the above notes and in case the same are taken  
 up before October 9th, 1923, they will be subject to proportionate share of  
 discount for the 8 months and 23 days.

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

Said part \_\_\_\_\_ 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 Fifty Dollars \_\_\_\_\_ DOLLARS  
 which this mortgage also secures.

Part \_\_\_\_\_ 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 16th day of December, 19 22

Liller Dyess

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 19th  
 day of December, 19 22, personally appeared \_\_\_\_\_

Liller Dyess

and \_\_\_\_\_  
 to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ she \_\_\_\_\_ executed  
 the same as \_\_\_\_\_ her \_\_\_\_\_ 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 July 18th, 1923. (Seal)

G. J. Patterson,

Notary Public

I hereby certify that this instrument was filed for record in my office on 15 day of August A. D. 19 23  
 at 2:30 o'clock P. M. Book 439, Page 466  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk