

COMPARED

O. G. Weaver, Binder

238472 C.M.V.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Gerald Cummings and Elsie Cummings
 a Tulsa of Tulsa County, Oklahoma, part 188 of the first part, ha...VS
 mortgaged and hereby mortgage to The First National Bank of Bixy, Okla.
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The West half ($W\frac{1}{2}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section
 Eighteen (18) Township Seventeen (17) North, Range fourteen
 (14) East, of the Indian Base and Meridian containing Eighty
 (80) acres more or less.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$80 and issued
 Receipt No. 202 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 21 day of August 1923
W. W. Stuckey, County Treasurer

D.

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 Four Thousand -- No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable Semi annually from maturity
 according to the terms of one certain promissory note described as follows, to-wit:

Dated August 20th 1923 amount \$4,000.00 due November 20, 1923 signed Gerald
 Cummings and Elsie Cummings his wife, together with all conditions of said
 note.

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.

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, will pay a
 reasonable attorney's fee of Four Hundred 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 20th day of August 1923

Gerald Cummings

SEAL

Elsie Cummings

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 21st
 day of August 1923, personally appeared Gerald Cummings and Elsie Cummings, 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 Nov. 22, 1925. (Seal)

J. A. Lowman,

Notary Public

I hereby certify that this instrument was filed for record in my office on 21 day of August A. D. 1923
 at 4:10 o'clock P. M. Book 489, Page 489
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk