

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. R. Cottrell and Allie Mae Cottrell, his wife  
 of Tulsa County, Oklahoma, part 1st of the first part, ha VE  
 mortgaged and hereby mortgage to Dan Pilcher  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Two (2) , Block Seven (7), Pilcher Summit Addition to Tulsa, Okla., according to the  
 recorded plat and survey thereof.

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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 Ten and no/100 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable semi-a annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

One note in the sum of (\$1010.00) due and payable at the rate of (\$20.00) per month,  
 payable on the 2nd day of each month, commencing August 2nd 1923, and to bear interest  
 at the rate of eight per cent

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 maintain and keep insured in favor of  
second party building 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 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 per cent of amount of mortgage 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 6th day of July, 1923

C. R. Cottrell SEAL  
Allie Mae Cottrell SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, C. R. Cottrell, a Notary Public in and for said County and State on this 6th  
 day of July, 1923, personally appeared  
Allie Mae Cottrell

and to me known to be the identical person 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 Febr. 14th 1925, (Seal) Chas A Myers Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of Aug A. D., 1923  
 at 1 o'clock P.M. Book 439, Page 541  
 By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk