

239933 M H

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Helen V. Miller and husband C. B. Miller
 a ----- of Tulsa County, Oklahoma, parties of the first part, ha ve
 mortgaged and hereby mortgage to R. M. McGreery
 of ----- part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot One (1) in Block One (1) of Ridgedale Terrace Addition to the city of Tulsa
 Oklahoma, according to the recorded plat thereof.

This mortgage is subject and inferior to a first mortgage in the sum of \$3,000 in
 favor of the Home Building and Loan Assoc, of Tulsa, Okla.

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 Thousand Fifty-four and No/100 DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable monthly xxxxx from ----- date -----
 according to the terms of 36 certain promissory note ----- described as follows, to-wit:

Three notes for the sum of \$32.10 each; Thirty-two notes for the sum of \$42.10 each
 and one note for the sum of \$982.11. All of said notes are dated Sept. 1, 1923, the
 first note maturing on the 1st day of October, 1923 and one note on the 1st day of each
 and every month there-after until all of said notes are paid. Said notes bear interest
 at the rate of 8 % per annum computed and payable monthly on whole sum unpaid each month,
 such interest being included in the face of each note.

TREASURER'S ENDORSEMENT

I hereby certify that I received 1,26 and issued
 Receipt No. 11502 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 13 day of Sept, 1923
W. W. Schokey County Treasurer

A. James
 Deputy

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

Said parties 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 \$10 of the amount recovered -----
 which this mortgage also secures.

Parties 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 1st day of September, 1923.

Helen V. Miller SEAL

C. B. Miller SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 1st
 day of September, 1923, personally appeared -----

Helen B. Miller
 and husband C. B. Miller
 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 Jan 19-1927 (Seal) C. A. Lester Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of Sept, A. D., 1923
 at 9 o'clock A. M. Book 430, Page 600

By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk