

COMPARED

Overbury Bros., Builders

232670 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We, Felix H. Ford and Nellie Ford, husband and wife,
 a Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to Lance Miller
 of Tulsa County, Oklahoma, part 1st of the first part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Ten (10) in Block Five (5), College Addition
 to the city of Tulsa, according to the recorded
 plat thereof,

9949 260
 June 23
 County of Tulsa
 A. 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 Two Thousand Six Hundred (\$2600.00) DOLLARS,
 with interest thereon at the rate of seven per cent, per annum, payable quarterly annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

For the principal sum of \$2600.00, dated May 4th, 1923,
 due and payable in monthly installments of \$30.00 each,
 until last payment which shall be in the sum of \$20.00,
 drawing interest from date at the rate of 7 per cent per
 annum, interest payable quarterly (every three months),
 and providing that in event of default in payment of any
 installment, or of interest, then that said entire sum
 shall become due, and providing if said note is not paid
 at maturity and is placed in hands of attorney for collection,
 then the makers thereof agree to pay \$100.00 as attorney's
 fee; such note being signed and executed by Felix H. Ford
 and Nellie Ford, and in favor of Lance Miller,

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 insure and keep insured in favor of
 second party, buildings on said premises, payable to mortgagees, as his interest may appear
 in a sums not to exceed \$100.00 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 1st 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, one will pay a
 reasonable attorney's fee of One Hundred 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 4th day of May, 1923

Felix H. Ford

SEAL

Nellie Ford

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May 23, 1923, a Notary Public in and for said County and State on this Fourth
 day of May, 1923, personally appeared

Felix H. Ford

and Nellie Ford, husband and wife,

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. 19, 1924. (Seal)

Edgar M. Lee,

Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of June A. D., 1923

at 2:00 o'clock P. M. Book 439, Page 77

By Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk