

232802 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D. G. Elliott and Nellie G. Elliott his wife
 of Tulsa County, Oklahoma, part V of the first part, haS
 mortgaged and hereby mortgage to Jessie Gilbert
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots 13, 15, 16, 17 and 18, Block 2, Bullett Addition
 to the city of Tulsa, Tulsa County, Oklahoma.

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 Twenty Five Hundred Eighty three DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable annually from maturity
 according to the terms of said certain promissory noteS described as follows, to-wit:

Eighty (80) notes dated March 14, 1923, for \$32.05
 each, the first one due April 14, 1923, and the
 others payable every thirty days thereafter.

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

Said part V of the first part hereby agreethat in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of --- DOLLARS
 which this mortgage also secures.

Part V 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 14th day of March, 1923

D. G. Elliott

SEAL

Nellie C. Elliott

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, March, 1923, a Notary Public in and for said County and State on this 26th
 day of March, 1923 personally appeared

D. G. Elliott

Nellie G. Elliott

and they
 to me known to be the identical personS who executed the within and foregoing instrument and acknowledged to me that they
 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. 18, 1925. (Seal)

W. L. Webb.

Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of June A. D., 19 23

at 3:45 o'clock P. M. Book 439, Page 94

By Brady Brown.

Deputy.

(Seal)

O. G. Weaver,

County Clerk