

COMPARED

#242770 NS

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. O. Spillers and Lorena M. Spillers, husband
and wife, of Tulsa, Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Donald Prentice

part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Commencing at the Southeast Corner of Lot Three (3) in Block
 Numbered Twenty-six (26), Park Place Addition to the said City
 of Tulsa, according to the recorded plat thereof; thence in a
 Northerly direction along the East line of said Lot Three (3)
 a distance of 84.25 feet; thence in a westerly direction parallel
 with the north line of said Lot Three (3), distance of 151 feet;
 thence in a Northerly direction, and parallel with the West line
 of said Lot Three (3) a distance of 60 feet to the point of inter-
 section with the North line of said Lot three (3); thence in a
 Westerly direction along the North line of said Lot Three (3) a
 distance of 151 feet to the intersection of said North Line with
 the West Line of said Lot Three (3); thence in a Southerly direction
 along the West line of said Lot Three (3) a distance of 144.25 feet
 to the point of intersection of the West line of said Lot Three (3)
 with the North line of Lot Four (4); thence in an Easterly direction along the South
 line of said lot Three (3) a distance of 302 feet to the point of beginning, and all***
 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 Five Thousand (\$5000.00) -----
 ----- DOLLARS,
 with interest thereon at the rate of Eight per cent, per annum, payable ----- annually from ----- Date
 according to the terms of One certain promissory note ----- described as follows, to-wit:

Note for the sum of \$5000.00, of even date herewith, by G. O. Spillers
 and Lorena M. Spillers, due one year after date, in favor of Donald
 Prentice, and bearing interest at the rate of eight per cent per annum
 from date.

This mortgage is subject to first mortgage.

*** of Lots Four (4) and Five (5) in Block Twenty-six (26) of said Park Place
 Addition, according to the recorded plat thereof.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 on 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 mortgage
 or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said parties 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 \$10.00 and 10% of amount unpaid. -----
 which this mortgage also secures.

Part ies of the first part, for said consideration, do ----- hereby expressly waive appraisement of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 22d day of October, 1923.

G. O. Spillers, SEAL

Lorena M. Spillers, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 22d
 day of October, 1923, personally appeared G. O. Spillers and Lorena M. Spillers,
husband and wife,

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 Dec. 2, 1924 (SEAL) Mary Berteau Notary Public

I hereby certify that this instrument was filed for record in my office on 22 day of Oct, A. D. 1923

at 3:40 o'clock P. M.

Brady Brown Deputy (SEAL) O. G. Weaver, County Clerk