

#243873 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frank O. Milnes

of Tulsa, County, Oklahoma, part V of the first part, has mortgaged and hereby mortgage to Frank M. Curry of Tulsa, County, Oklahoma, part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Westerly forty three and one third feet of the following tracts;

The Southerly 39.8 feet of Lot Seven (7) all of Lot Eight (8) and the Northerly thirty (30) feet of Lot nine (9), all in block twenty one (21), of the Burgess Hill Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof, the tract hereby conveyed being 43 1/3 feet wide east and west by 119.8 feet long north and south and lying adjoining the alley in said block.

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 Seventeen Hundred and Fifty & 00/100 (\$1750.00)

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~xxxxx~~ from maturity according to the terms of 50 certain promissory note, described as follows, to-wit:

Fifty (50) notes @ 35.00 each to be paid one each month as they are numbered together with the interest @ 8% payable from maturity.

RECEIPT FOR ENFORCEMENT

I, W. W. Sankoff, County Clerk, Tulsa County, Oklahoma, received \$136 and issued 12327 for payment of mortgage dated 7 day of Nov, 1923  
W. W. Sankoff, County Clerk

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

Said part Y of the first part hereby agree, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of One hundred fifty & 00/100 DOLLARS, which this mortgage also secures.

Part Y of the first part, for said consideration, do ES 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 November, 1923

Frank O. Milnes

SEAL

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 November, 1923, personally appeared Frank O. Milnes,

and ----- to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 Oct. 24th, 1925, (SEAL) J. Edgar Freeman Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of Nov, A. D. 1923 at 9:15 o'clock A. M.

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