

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ella U. Tilley, and her husband J. A. Tilley, Sr.
Tulsa, County, Oklahoma, part 1st the first part, have
 mortgaged and hereby mortgage to The First National Bank, of Tulsa, Oklahoma,
 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 Five (5) in Block Nine (9), in East Lynn
 Addition to the City of Tulsa, Oklahoma, according
 to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$16 and issued
 Receipt No. 2475 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 17 day of Nov. 1923

W. W. Sanchez, County Treasurer

Deputy

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 A balance due, on one certain notes, of Eight
Hundred & no/100 ----- DOLLARS,
 with interest thereon at the rate of --- per cent, per annum, payable 60 days after date
 annually from -----
 according to the terms of ONE certain promissory note ----- described as follows, to-wit:

One note, dated May the 2nd, 1923, for the sum of Eight Hundred
 (\$800.00) Dollars, on which payments have been made, and the
 balance now due, being approximately, Four Hundred (\$400.00)
 Dollars at this date. This mortgage being given, subject to Two
 mortgages now on said property, one being for \$2500.00, and the
 second mortgage being for approximately, \$3382.00, and this mort-
 gage being given subject to the foregoing mortgages of such
 balance now due thereon, which mortgages were given by Bruce By-
 field, and wife, Grace Byfield.

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 ----- shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part ies 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 ----- DOLLARS,
 which this mortgage also secures.

Part ies 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 15th day of November, 1923

J.A. Tilley Sr.

SEAL

Ella Tilley

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 14th
 day of Nov., 1923, personally appeared J.A. Tilley Sr. and Ella Tilley,

and -----
 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 Mar. 24, 1927. (SEAL) R.R. McCormick Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Nov. A. D., 1923
 at 9:30 o'clock A. M.

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