

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Benjamin Miller and Agnes Miller, his wife,
 a _____ of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to F.M. Whittier,
 of _____ part Y. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The North Fifty (50) feet of Lots Fifteen (15) Sixteen
 (16) and Seventeen (17) in Block Thirteen (13) Midland
 Addition to Bixby, Okla., according to the recorded plat
 thereof.

RECEIVED
 I hereby certify that I received \$ 400.00 and issued
 Receipt No. 12836 for the amount of mortgage
 on this date Nov. 17 1923
 W. W. Weaver, County Clerk

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 Four Hundred and No/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from -----
 according to the terms of one certain promissory note ----- described as follows, to-wit:

Dated November 17, 1923, due one year after date together
 with all conditions of said note.

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.

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 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 per cent ----- DOLLARS,
 which this mortgage also secures.

Parties 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 17th day of November, 1923

Benjamin Miller SEAL
Agnes Miller, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 17th
 day of November, 1923, personally appeared Benjamin Miller and Agnes Miller,

and -----
 to me known to be the identical persons 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 Oct. 28, 1925. (SEAL) A. C. Wise Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of Dec. A. D. 1923
 at 3:20 o'clock P. M.
 By Brady Brown Deputy O. G. Weaver, County Clerk