

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. Will Spurgin and Annie S. Spurgin, his wife,  
a \_\_\_\_\_ of Tulsa, County, Oklahoma, part ies of the first part, ha ve  
mortgaged and hereby mortgage to R. R. Frecheville,  
of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

All of Lot Nine (9) in Block Seven (7) of  
Hillorest Addition to the City of Tulsa, Oklahoma,  
According to the recorded plat thereof.

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Dec. 10, 1923

S.B.

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 Two Thousand & No/100 -----  
----- DOLLARS,

with interest thereon at the rate of 7 per cent, per annum, payable as stated ~~xxxxx~~ from date  
according to the terms of 40 certain promissory note S described as follows, to-wit:

One certain series of 40 notes number from 1 to 40 inclusive, each in  
the principal sum of \$50.00 and dated December 10, 1923. The First  
of said series of notes becomes due and payable January 10, 1924, and  
one on the 10th day of each month thereafter until all of said notes have  
been paid. All the above notes bear interest at the rate of 7% per annum,  
each note having added to its face the interest on the entire deferred  
sum due from month to month.

This mortgage is subject and inferior to a first mortgage in the sum of  
\$2250.00 in favor of the Mortgage Bond company of New York.

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 part ies the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a  
reasonable attorney's fee of Ten dollars and ten percent. 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 10th day of December, 1923.

J. Will Spurgin SEAL

Annie S. Spurgin, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_ a Notary Public in and for said County and State, on this 10th  
day of December, 1923, personally appeared J. Will Spurgin and Annie S. Spurgin, his wife,

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 March 10, 1925. (SEAL) E. E. Hanson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of Dec. A. D. 1923  
at 1:25 o'clock P. M.

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