

241249 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. M. Gillilan

a \_\_\_\_\_ of Tulsa County, Oklahoma, part V of the first part, ha S mortgaged and hereby mortgage to C. J. Tippet 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 Five (5) in Block Eleven (11) in Factory Addition to the city of Tulsa, Oklahoma, as shown by the recorded plat thereof in the office of the Recorder of Deeds in and for Tulsa County Oklahoma,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$138 and issued Receipt No 11780 therefor in payment of mortgage tax on the within mortgage.

Dated this 3 day of Oct, 1923

W. W. Stuckey County Treasurer

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same.

7 Deputy

This mortgage is given to secure the principal sum of \_\_\_\_\_

Twenty Three Hundred (\$2300.00)

DOLLARS,

with interest thereon at the rate of 8 per cent per annum, payable semi annually from date hereof

according to the terms of two certain promissory note S described as follows, to-wit:

Note Number "1" for \$700.00 due in one year after date with interest at 8 per cent per annum, interest payable semi-annually. Note Number "2" for \$1600.00 due on or before three years after date with interest at 8 per cent per annum payable semi-annually.

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 part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of \$10.00 and 10% on any unpaid balance DOLLARS, which this mortgage also secures.

Part V of the first part, for said consideration, do SS 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 October, 1923.

R. M. Gillilan

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa

Before me, \_\_\_\_\_ a Notary Public in and for said County and State, on this 1st day of October, 1923, personally appeared \_\_\_\_\_

R. M. Gillilan

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 Nov. 14, 1926. (Seal)

Lucille, Skinner,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of Oct., A. D. 1923

at 4:30 o'clock P. M. and recorded in Book 465, Page 83.

By Brady Brown,

Deputy, (Seal)

O. G. Weaver,

County Clerk.