

474

In witness whereof, he hereunto sets his hand and seal the day and year first above written.

W. R. Miller,

State of Tennessee)
County of Shelby) SS

Before me, L. M. Bryant, a notary public, in and for said County and State, on this 29th day of September 1923, personally appeared W. R. Miller, 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 hand and official seal the day and year first above written.

(SEAL) L. M. Bryant, Notary Public.

My commission expires Apr. 18, 1927.

Filed for record in Tulsa County, Okla. on Nov. 22, 1923, at 11:35 A.M. recorded in book 474, page 454, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

245075 - BH

CONFIRMED

MORTGAGE OF REAL ESTATE.

We, S. W. Hales and Mable M. Hales, his wife, hereinafter called mortgagor, to secure the payment of five hundred (\$500.00) dollars, paid to mortgagor by mortgagee, do hereby mortgage unto T. D. Evans, mortgagee, the following described real estate, with all appurtenances, situate in Tulsa County, Oklahoma, to-wit:

Lot 4, Block 11, Cherokee Heights addition to the City of Tulsa.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10 and issued Receipt No. 12617 thereon in payment of mortgage tax on the within mortgage.

Dated this 23 day of Nov. 1923

W. W. Stuckey, County Treasurer

Deputy

Mortgagor warrants the title to above premises and that there are no liens or encumbrances thereon except as stated in this instrument.

This mortgage is executed to secure the performance of each obligation herein made by mortgagor, one of which obligations is to paid said mortgagee, his heirs or assigns, the said indebtedness above named, with interest as herein stated to-wit: \$500.00 represented by the one promissory note of mortgagor, of even date herewith, as follows: One note for \$500.00 due February 22, 1924, payable to the Producers National Bank, Tulsa, Oklahoma. Each note above named bears interest at the rate of 8 per cent per annum, payable quarterly annually from date and ten per cent per annum after date.

Failure of mortgagor, his grantees, heirs or successors to pay the principal or any part thereof, or the interest thereon, when due, of any prior mortgage or lien on said real estate or any part thereof, shall render all money secured by this mortgage due and payable at once without notice.

In event of foreclosure of this mortgage, mortgagor agrees to pay an attorney's fee of ten dollars and ten per cent of principal and interest unpaid and this mortgage secures the same.

Mortgagor agrees to pay all taxes or assessments, general or special, levied against said premises when they are by law due and payable.

Now, if any of said sum or sums of money secured by this mortgage, or any part thereof or any interest thereon, is not paid when due, or if the taxes or assessments levied against said property, or any part thereof, are not paid when due same are by law due and payable, or if there is a failure to perform any obligation made in this mortgage, then or in either event the whole sum or sums of moneys secured by this mortgage with all interest thereon shall immediately become due and payable, and foreclosure may be had of this mortgage.