

COMPARED

MORTGAGE RECORD NO. 402

COMPARED

133

216545 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Leigh Stephens and his wife Okla. Stephens

a of Tulsa County, Oklahoma, part<sup>ies</sup> of the first part, ha<sup>ve</sup> mortgaged and hereby mortgage to Robt. E. Adams and W. Frank Walker of part<sup>ies</sup> of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Three (3) in Block Four (4) of Edgewood Place Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$232 and issued Receipt No. 625-1 therefor in payment of mortgage tax on the within mortgage. Dec-1922  
Dated this 15 day of Dec-1922  
WAYNE L. DRAKE, County Treasurer  
W. L. Drake

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

Twenty-eight hundred ninety-two and 90/100

DOLLARS

with interest thereon at the rate of eight per cent, per annum, payable monthly summa<sup>ly</sup> from Jan. 1, 1923.

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

One note for the sum of \$2892.90, dated Dec. 14th, 1922, payable at the rate of \$50.00 per month on principal and interest at the rate of 8% per annum computed and payable monthly on entire deferred sum, commencing Feb. 1st, 1923, and a like sum on the 1st of each and every month until paid, any sum remaining unpaid Jan. 1st, 1926, shall then become due and payable.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part<sup>ies</sup> 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<sup>ies</sup> shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part<sup>ies</sup> of 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 \$10 and ten percent hereof DOLLARS, which this mortgage also secures.

Part<sup>ies</sup> 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 14th day of December 1922.

Leigh Stephens

SEAL

Okla Stephens

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 December, 1922, personally appeared

Leigh Stephens

and his wife, Okla Stephens

to me known to be the identical person<sup>s</sup> 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 Aug. 21, 1924. (Seal) C. E. Hart, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of Dec. A. D., 1922

at 2:30 o'clock P. M. Book 402, Page 133

By F. Delman, Deputy (Seal) O. D. Lawson, County Clerk.