

217638 C.M.J.

**COMPARED**

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We, J. B. Sampson and Nola M. Sampson, husband and wife  
 a ..... of Sand Springs, Tulsa County, Oklahoma, part ies of the first part, ha ve  
 mortgaged and hereby mortgage to Mrs. B. W. Staats, Broken Arrow, Okla.  
 of ..... part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

A Second mortgage on Lot Numbered Twenty-one  
 (21) in Block Numbered Twenty-One (21) of the  
 original plat of the town, now city, of Sand  
 Springs, Tulsa County, State of Oklahoma, accord-  
 ing to the official recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1400.00 and issued  
 Receipt No. 6993 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 28 day of Dec 1922  
 WAYNE L. DICKEY, County Treasurer

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 (\$1400.00)

One Thousand Four Hundred and No/100

DOLLARS

with interest thereon at the rate of eight per cent, per annum, payable annually annually from Date

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

One note of even date hereof for the principal sum of \$1400.00 with  
 interest thereon at the rate of 8% per annum payable annually from  
 date, said note and interest to be paid at Broken Arrow, Okla. on  
 or before December 23rd 1927, or five years after date.

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 keep all buildings insured with mortgage clause  
 attached thereto in favor of the mortgagee.

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 Y shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part ies of the first part hereby agree ..... that in the event action is brought to foreclose this mortgage, they will pay a  
One hundred reasonable attorney's fee of ..... 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 23rd day of December, 1922

J. B. Sampson SEAL

Nola M. Sampson SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ..... a Notary Public in and for said County and State, on this 23rd  
December, 1922, personally appeared

J. B. Sampson

and Nola M. Sampson husband and wife

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 Feb. 21st, 1923. (Seal) Art Stanton; Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Dec. A. D., 1922

at 10:50 o'clock A.M. Book 402, Page 195

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