

COMPARED

MORTGAGE RECORD NO. 402

The New Dispatch Print & Audit Co., Shawnee, Okla.

218606 C.M.J.

REAL ESTATE MORTGAGE

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

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, have mortgaged and hereby mortgage to R. M. McCreeryof _____ part ^y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Three (3), in Block Two (2), Irving Place Addition
to the city of Tulsa, Tulsa County, Oklahoma, according
to the recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$5400 and issued
Receipt No. 7123 therefor in payment of mortgage
tax on the within mortgage.
Dated this 9 day of Jan 1923
WAYNE L. DICKY, County Treasurer
a.g. Deputy

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 _____

Nine Hundred and No/100 (\$900.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~monthly~~ from date _____

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

One note dated January 8th, 1923, for the sum of \$900.00
payable in installments of \$25.00 per month, said in-
stallments to be paid on or before the 8th day each and
every month thereafter beginning the 8th day of February,
1923; deferred payments to bear interest at the rate of
8 per cent per annum from date until paid; interest pay-
able monthly.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 ^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, _____ will pay a
reasonable attorney's fee of Ninety and No/100 (\$90.00) 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 8th day of January, 1923.

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 8th
day of January, 1923, personally appeared _____

Leigh Stephens

and Okla Stephens

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 October 9th, 1926. (Seal) Elizabeth Hall, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of Jan, A. D., 1923
at 3:30 o'clock P. M. Book 402, Page 254

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