

221771 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Elmer Bryant and Lelear Bryant, husband and wifeof Tulsa County, Oklahoma, part ies of the first part, ha ve  
mortgaged and hereby mortgage to John S. Simons and Nellie P. Simonsof part ies of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

The South half of Lot Six (6) in Block Seven (7) of  
the Original Town of Sand Springs, according to the  
recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 66.00 and have  
Registered No. 77160 in payment of mortgage  
tax on the within instrument.

Dated this 14 day of Feb 1923  
WAYNE L. DICKEY, County Treasurer

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

One Thousand One Hundred and No/100 (\$1100.00)

DOLLARS

with interest thereon at the rate of Eight per cent, per annum, payable Monthly annually from date hereofaccording to the terms of one certain promissory note described as follows, to-wit:

One note dated the 15th day of February, 1923 for the principal sum of One  
Thousand One Hundred and No/100 (\$1100.00) Dollars, payable in monthly en-  
stallments of \$30.00 per month from the 1 day of each and every succeeding  
month until entirely paid, with interest at the rate of Eight percent per  
annum due and payable on the entire unpaid balance at the time of the payment  
of the installment payments.

Said note is made by Elmer Bryant and Lelear Bryant and payable to John S.  
Simons and Nellie P. Simons.

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.

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 ies 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  
reasonable attorney's fee of Fifty (\$50.00) 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 15th day of February, 1923.

Elmer Bryant

SEAL

Lelear Bryant

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, - - -, a Notary Public in and for said County and State, on this 14day of February, 1923, personally appearedElmer Bryantand Lelear Bryant, 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 July 1, 1926. (Seal) E. F. Dixon, Notary Public.I hereby certify that this instrument was filed for record in my office on 14 day of February, A. D. 1923at 3:10 o'clock P. M. Book 402, Page 352By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk.