

220504 DLE

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frank S. Stephens Sr., and his wife, Sarah I. Stephens, and Leigh Stephens and his wife, Orla Stephens, all of Tulsa, Oklahoma of Tulsa County, Oklahoma, part 1st of the first part, ha. V. G. mortgaged and hereby mortgage to H. P. Rhessa, of Tulsa, Oklahoma

of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Two (2) in Block Fourteen (14) of the Re-subdivision of Block six (6) and lots one (1) two (2) and three (3) in Block Four (4) of Terrace Drive Addition to the City of Tulsa, Tulsa County, Oklahoma, State of Oklahoma according to the recorded plat thereof.

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 Twelve Hundred and Fifty (\$1250.00) DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly annuity from date according to the terms of one certain promissory note described as follows, to-wit:

One note in the sum of Twelve Hundred fifty (\$1250.00) due and payable twenty five (\$25.00) per month from date and each succeeding thirty days thereafter until the full amount has been fully liquidated and paid. It is further agreed that the interest shall be paid on the unpaid balance each thirty days. Parties of the first part reserve the right to pay any part or all at any time.

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

Said parties 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 ten percent of the unpaid balance DOLLARS, which this mortgage also secures.

Parties 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 29th day of January, 1923.

Frank S. Stephens Sr., SEAL
Mrs. Sarah I. Stephens
Leigh Stephens SEAL
Orla Stephens

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this twenty ninth day of January, 1923, personally appeared Frank S. Stephens Sr. and his wife, Sarah I. Stephens and Leigh Stephens and his wife, Orla Stephens,

and to me known to be the identical persons 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 Nov. 15, 1925. (SEAL) Roman B. Toles Notary Public.

I hereby certify that this instrument was filed for record in my office on 30 day of Jan, A. D., 1923 at 4:40 o'clock P.M. Book 402, Page 404 (SEAL)
By Brady Brown Deputy, O. G. Weaver County Clerk.

THEATRE
I hereby certify that I received \$96.00 and issued
Revenue No. 2531 therefor in payment of mortgage
tax on the within mortgage
dated this 31st day of Jan 1923
WAYNE L. DICKEY, County Treasurer
Deputy