

#221264

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## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harry House and Dollie House, husband and wife,~~XX~~ of Tulsa, County, Oklahoma, part ES of the first part, have mortgaged and hereby mortgage to Sand Springs State Bank~~XX~~ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot 35 in Block 2, South side Addition  
to the City of Sand Springs, 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

Seven hundred and 00/100 DOLLARSwith interest thereon at the rate of 10 per cent, per annum, payable annually fromaccording to the terms of one certain promissory note described as follows, to-wit:

One note for the principal sum of seven hundred dollars, dated the 12th day of January, 1923, made and executed by the above named mortgagors, Harry House and Dollie House, and also signed by Lee Pryor and Mattie Pryor, husband and wife, of Sand Springs, Oklahoma, said note due and payable to Sand Springs State Bank, or order, mortgagee, on or before one year after date thereof.

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

Said part ES of the first part hereby agree, that in the event action is brought to foreclose this mortgage, Seventy-five and 00/100 DOLLARS, reasonable attorney's fee of, which this mortgage also secures.

Part ES 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 12th day of January, 1923.Harry House SEALDollie House SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, January, 1923, personally appeared Harry House, and Dollie House,  
husband and wife.

~~XX~~ 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~~ hand 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 8 day of Feb. A. D. 1923  
at 11 o'clock A. M. Book 402, Page 463

By Brady Brown, Deputy. (SEAL) O.G. WEAVER County Clerk.