

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Daisy B. Hay and L.J. Hay, wife and husband,
 a part of Sand Springs, County, Oklahoma, part 1 of the first part, have
 mortgaged and hereby mortgage to Chas. Page,
 of part of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

TREASURER'S RECEIPT
 I hereby certify that I received \$ 72 and issued
 Receipt No. 7720 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 13 day of Feb, 1923
WAYNE L. DICKEY, County Treasurer

49
Deputy

Lots Numbered 11 and 12, block numbered
 20 of the Sunrise Second 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

Twelve Hundred

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date

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

One promissory note bearing the date of the 27th day of January, 1923, made and signed by the above named mortgagors and due and payable to the above named mortgagee or order, in installments as follows; said installments being monthly installments of \$30.00 each, the first monthly installment due and payable March 1, 1923; and a like installment of \$30.00 being due and payable on the 1st day of each and every month thereafter until all of the indebtedness hereby secured shall have been fully paid and satisfied. Failure on the part of the mortgagors, their heirs or assigns, to pay any sum when due, either principal or interest, shall cause all the indebtedness hereby secured to become immediately due and payable at the option of the holder hereof and notice of such election is waived.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1 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 1 shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part Y of the first part hereby agree s that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of \$120.00 0 DOLLARS, which this mortgage also secures.

Part Y of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 27th day of January, 1923

Daisy B. Hay

SEAL

L.J. Hay

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 27th day of January, 1923, personally appeared Daisy B. Hay and L.J. Hay, wife and husband,

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 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 12 day of Feby, A. D., 1923 at 2:00 o'clock P.M. Book 402, Page 478

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