

221993 C.H.J.

REAL ESTATE MORTGAGE

COMPARED

ALL MEN BY THESE PRESENTS, That Leigh Stephens and wife Okla Stephens
 of Tulsa County, Oklahoma, part^{ies} of the first part, have
 mortgaged and hereby mortgage to Harold S. Philbrick
 of Tulsa County, State of Oklahoma, to-wit:

All of the North Forty-two (N 42') feet of Lot
 Two (2) in Block One Hundred Eighty-four (184)
 of Original Townsite Addition to the city of
 Tulsa, Oklahoma, according to the recorded plat
 thereof.

This mortgage is subject and inferior to a first
 mortgage in the sum of \$11,000 in favor of the
 Farm and Home Savings and Loan Association.

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

Four Thousand and No/100

DOLLARS

eight

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

according to the terms of 53 certain promissory note S described as follows, to-wit:

Fifty-two notes this date executed and delivered each for the sum of \$75.00
 on principal and one note Number 53 for the sum of \$100 on principal, the
 first note maturing on the 15th day of March, 1923 and one note on the 15th
 day of each and every month thereafter until all of said notes are paid in
 full. Said note bear interest at the rate of eight per cent per annum computed
 and payable monthly on whole sum unpaid each month on entire series, said
 interest being included in the face of each note.

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 \$50 and 10% of the amount recovered - DOLLARS,
 which this mortgage also secures.

Part^{ies} of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the
 homestead, exemption and stay laws in Oklahoma.

Dated this 14th day of February, 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 14th
 day of February, 1923, personally appeared

Leigh Stephens and wife, 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 August 21, 1924. (Seal) Harold S. Philbrick, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Feb. A. D., 1923
 at 11:00 o'clock A. M. Book 402, Page 499

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