

#222126 HS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Elmer Bryant and Lelear Bryant, husband and wife,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Chas. Page,  
 of ----- part V. 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 (6) Six in Block Seven (7) of the  
 Original Town of Sand Springs, according to the recorded  
 plat thereof.

This mortgage is taken subject to a prior mortgage of One Thousand  
 One Hundred and No/100 (\$1100.00) Dollars on the above described real estate  
 given by Elmer Bryant and Lelear Bryant in favor of John S. Simons and Nellie  
 F. Simons,

I hereby certify that I received \$406 and  
 Release No. 7831 in payment of mortgage  
 on the within mortgage.

Dated this 20 day of Feb, 1923

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same WAYNE L. DICKEY, County Treasurer

This mortgage is given to secure the principal sum of Three Hundred and No/100 - - - (\$300.00) - - - DOLLARS

with interest thereon at the rate of eight per cent, per annum, payable annually from date thereof

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

One note for the principal sum of Three Hundred and No/100  
 Dollars, with interest at Eight per cent and due six months  
 after date. Said note made by Elmer Bryant and Lelear Bryant  
 Husband and Wife and payable to The Sand Springs Townsite Company.

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 party 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 Twenty Five (\$25.00) and No/100 - - - 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 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 14  
 day of February, 1923, personally appeared Elmer Bryant and Lelear Bryant,  
husband and wife,

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 July 1, 1926 (SEAL) E. F. Dixon, Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Feb, A. D., 1923  
 at 8 o'clock A. M. Book 402, Page 511

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