

222429 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Leslie L. Spain and C. M. Spain, his wife

a _____ of Tulsa County, Oklahoma, part^{ies} of the first part, have mortgaged and hereby mortgage to E. G. Ridley of _____ part^y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Thirteen (13) and Fourteen (14) in Block Twelve (12) Overlook Park Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the Amended plat thereof on file in the Register of Deeds Office in and for said County and State.

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 _____

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from February 21st, 1923, according to the terms of one certain promissory note described as follows, to-wit:

Note dated February 21st 1923 for Eight Hundred fifty six (\$856.00) payable \$20.00 per months with interest at 8% payable semi annually.

I hereby certify that I received \$54 and was paid
 Rate No. 7891 in payment of mortgage
 on the within mortgage
 Dated this 23 day of Feb. 1923
 WAYNE L. DICKEY, County Treasurer

Deputy

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^y 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, _____ will pay a reasonable attorney's fee of Fifty (\$50.00) DOLLARS, which this mortgage also secures.

Part^{ies} 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 21st day of February, 1923

Leslie L. Spain SEAL
 Mrs. C. M. Spain SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 21st day of February, 1923, personally appeared _____

Leslie L. Spain and
 and Mrs. C. M. Spain

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 June 15th, 1926. (Seal) Guy W. Sattle, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Feb. A. D. 1923 at 11:20 o'clock A. M. Book 402, Page 523

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