

222538 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Benjamin E. Stamphill and Jennie Stamphill, husband and wife of Tulsa County, Oklahoma, part ^{ies} of the first part, have mortgaged and hereby mortgage to Chas. Page of ^V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Numbered One (1) in Block Numbered Fifteen (15)
of the Original Townsite, Now City of Sand Springs,
according to the recorded plat thereof.

I hereby certify that I received \$20 and issued
Receipt No. 7913 in payment of mortgage
tax on the within instrument.
Dated this 24 day of Feb. 1923.

WAYNE L. DICKLY, County Treasurer

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

Five Hundred Twenty-five & No/100

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 note for the principal sum of \$525.00 dated this 21st day of February, 1923, made and executed by said mortgagors and due and payable to said mortgagee or order in monthly installments of \$15.00 per month, the first monthly installment of \$15.00 being due and payable on the 1st day of March, 1923 and a like installment of \$15.00 being due and payable on the first day of each succeeding month untill said note with interest shall be fully paid.

Failure to pay any sum principal or interest ^{when} shall cause all the indebtedness hereby secured to be immediately due and payable at the option of the holder hereof without notice.

This mortgage is given subject to a first mortgage for \$1000.00 of United Savings and Loan Association of Tulsa, Oklahoma.

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, and to insure and keep insured in favor of second party, buildings on said 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 ^{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 Fifty 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.

B. F. Stamphill SEAL

Jennie Stamphill 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

Benjamin F. Stamphill

and Jennie Stamphill, husband and wife

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 April 30th, 1924. (Seal) Frank S. Daniel Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Feb. A. D. 1923.
at 10:00 o'clock A.M. Book 402, Page 537

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