

222755 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Garry Catron and Jess M. Catron, wife and husband

of Tulsa County, Oklahoma, part 1es of the first part, ha. 79

mortgaged and hereby mortgage to Chas. Page

of part 7 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North Forty-five (45) feet of Lot Ten (10) in Block Eighteen (18) in the Oak Ridge Addition to the City of Sand Springs, according to the recorded plat thereof.

I hereby certify that I have received \$54.00 in payment of mortgage No. 7956 - as per the within instrument.

Dated this 27 day of Feb. 1923

WAYNE L. ECKLEY, 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

Nine Hundred (\$900.00)

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 Nine Hundred (\$900.00) Dollars due and payable in monthly installments of Twenty (\$20.00) Dollars each, said note dated the 14th day of February, 1923, made and signed by the above named mortgagors, and due and payable to the above named mortgagee or order as aforesaid. Failure to pay any sum when due, principal or interest, shall cause an indebtedness hereby secured to become immediately and payable at the option of the holder hereof, and notice of election to declare the whole sum due, is hereby waived. This mortgage is given subject to a first mortgage of the Home Building & Loan Association, Sand Springs, Oklahoma.

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. 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 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 Ninety (\$90.00) 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 14th day of February 1923

Garry Catron SEAL

Jess M. Catron 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

Garry Catron and Jess M. Catron, wife and husband

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 April 8, 1924. (Seal) Chas. B. Rawson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Feb. A. D. 1923 at 8:00 o'clock A. M. Book 402, Page 551

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