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#222951 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Charity Merritt and Dennie Merritt, wife andxx husband of Tulsa, County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to Chas. Page,of ----- part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Enclosed herewith is a check for \$1845.00 in full payment of the principal sum of the mortgage.

Witness my hand and seal this 28th day of Feb. 1923.

WAYNE L. DICKEY, County Treasurer

A. J. Deputy

The West Ninety (90) feet of Lots Thirteen (13) and Fourteen (14) in Block Twenty-one (21) in Oak Ridge Addition to the City of Sand Springs, according to the recorded plat thereof.

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 -----One Thousand Eight Hundred Forty-Five (\$1845.00) ----- DOLLARSwith interest thereon at the rate of 8 per cent, per annum, payable semi- annually from dateaccording to the terms of one certain promissory note ----- described as follows, to-wit:

One Note for the principal sum of \$1845.00 dated the 24th day of February 1923, executed by the above named mortgagors, due and payable to the above named mortgagee or order in installments of \$35.00 per month. The first installment of \$35.00 being due and payable on the first day of March, 1923, and a like installment being due and payable on the first day of each and every month thereafter till said note shall have been paid. Failure to pay any installment or interest when due shall cause all said indebtedness to be immediately due at the option of the holder thereof.

This mortgage is executed subject to a first mortgage given by the above named mortgagors to Home Building 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 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 part Y 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 One Hundred Seventy-five 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 24th day of February, 19 23Charity Merritt, SEALDennie Merritt, SEALSTATE OF OKLAHOMA, County of Tulsa, ss:Before me, -----, a Notary Public in and for said County and State, on this 24thday of February, 19 23, personally appeared Charity Merritt and Dennie Merritt,wife and husband,xxto me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executedthe 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 February 8, 1927. (SEAL) Estelle M. Montgomery. Notary Public.I hereby certify that this instrument was filed for record in my office on 27 day of Feby. A. D., 1923.at 3:20 o'clock P.M. Book 402, Page 562.By Brady Brown, Deputy O.G. Weaver, County Clerk.

(SEAL)