

#222981 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. H. Stoker and Bessie Phredonia Stoker,~~xx~~ husband and wife, of Tulsa, County, Oklahoma, ~~parties~~ of the first part, ~~have~~mortgaged and hereby mortgage to The Title Guarantee and Trust Company,~~xxx~~ part y. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

RECEIVED BY THE COUNTY TREASURER
 I hereby certify that I received \$1295.00 on the 21st day of Feb. 1923 in payment of mortgage No. 7926 of the within mortgage.
 Dated this 21st day of Feb. 1923
 WAYNE L. DICKEY, County Treasurer
W. J. Deputy

All of Lot Nineteen (19) in Block
 Three (3), Ridgedale Terrace Second
 Addition to the City of Tulsa,
 Oklahoma, 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

Twelve Hundred Ninety Five and No/100 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:

Dated February 7th, 1923, For the sum of, Twelve Hundred Ninety Five and no/100 (\$1295.00) Dollars, payable in installments of Twenty Five and no/100 (\$25.00) Dollars per month, said installments to be paid on before the 7th day of each and every month beginning March 7th, 1923, Deferred payments to bear interest at the rate of 8 per cent from date until paid; interest payable semi-annually. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties heroby 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 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, --- will pay a reasonable attorney's fee of One Hundred Twenty Nine and 50/100 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 7th day of February, 1923S. H. Stoker, SEALBessie Phredonia Stoker, SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 7th day of February, 1923, personally appeared S. H. Stoker, and Bessie Phredonia

Stoker, husband and wife,

~~xxx~~ to me known to be the identical person A. 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 October 4th, 1924 (SEAL) B. M. Grotkop Notary Public. 5

I hereby certify that this instrument was filed for record in my office on 27 day of Feby. A. D. 1923 at 4:20 o'clock P. M. Book 402, Page 564.

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