

223063 DLE

The New Dispatch Print &amp; Ad. Co., Shawnee, Okla.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ida May Nye and Fred Nye, wife and husband  
 of Tulsa County, Oklahoma, part ies of the first part, have  
 mortgaged and hereby mortgage to Chas. Page  
 part v of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot numbered Three (3) of Block Numbered Forty-One (41)  
 of Oak Ridge, Second Addition to the City of Sand Springs,  
 according to the recorded plat thereof.

I hereby certify, this instrument, No. 7973, is in payment of tax on the within land.  
 Dated this 1 day of March, 1923  
 WAYNE L. DORSEY, 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 Four Hundred Sixty-Three and 63/100 (\$463.63)

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 \$463.63 due and payable in monthly installments of \$15.00 each; the first monthly installment of \$15.00 being due and payable on the first day of February 1923, and a like monthly installment of \$15.00 the first day of each and every month thereafter, together with interest at 8 per cent payable semi-annually. Failure to pay any installment or interest when due causes the entire sum to be due at the option of the holder. Said note being dated the 24th day of January 1923, and being executed by the above named mortgagor, and being payable to the above named mortgage, at the time and manner aforesaid.

This mortgage is executed subject to a first mortgage given by the above named mortgagor to Home Building & Loan Assn. 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.

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 (\$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 25th day of January, 1923.

Ida May Nye SEAL

Fred Nye SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, and Fred Nye, a Notary Public in and for said County and State, on this 26th day of Feb., 1923, personally appeared Ida May Nye, wife and husband

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 4-24-23 (SEAL) O. L. Stewart Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Feby, A. D., 1923 at 2 o'clock P. M. Book 402, Page 570 (SEAL)

By Brady Brown Deputy O. G. Weaver County Clerk.