

#225231 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. L. Stephens and his wife, Beas Stephens,

of Tulsa, County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to..... J. A. McQuigg,

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

All of Lots Three (3) and Four (4) Block Five (5) in Orchard Addition to the City of Tulsa, Tulsa County, 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 Three Thousand Five Hundred and no /100
 (\$3500.00) ----- DOLLARS.

with interest thereon at the rate of eight 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 of even date in the amount of \$3500.00, due three years from date with interest at the rate of 8% per annum payable semi-annually.

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 part 123 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 10% of principal hereof and Ten - - - - - DOLLARS, which this mortgage also secures.

Part ies of the first part, for said consideration, do _____ hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this, 20th day of March, 1923

R.L. Stephens, SEAL,

Bess Stephens. SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, A Notary Public, a Notary Public in and for said County and State, on this 20th
day of March, 1923, personally appeared R. L. Stephens, and Bess Stephens, his wife,

X KKKX

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 March 4th, 1924. (SEAL) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Nov. A. D., 1923
at 3:00 o'clock P. M. Book 439, Page 127

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