

COMPARED

225693 C.M.J.

REAL ESTATE MORTGAGE

R. L. Stephens and his wife Bess Stephens

KNOW ALL MEN BY THESE PRESENTS, That

a of Tulsa County, Oklahoma, part 128 of the first part, ha. ve
 mortgaged and hereby mortgage to J. A. McQuigg
 of part V 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.

8463
 I have this 26 day of March 1923
 WAYNE L. DICKEY, County Treasurer
 Deputy

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

Thirty six hundred fifty and No/100 (\$3650.00)

DOLLARS.

eight

with interest thereon at the rate of per cent, per annum, payable annually from date

according to the terms of 37 certain promissory note S described as follows, to-wit:

2 notes of even date in the amount of \$500.00 each, first note due 90 days from date
 and second note due 6 months from date, with interest at the rate of 8% per annum, payable
 at maturity.
 34 notes of even date in the amount of \$75.00 each first note due one month from date
 and one note due on even date of each and every month thereafter until all 35 notes are
 paid, one note in the amount of \$100.00 due 35 months from date. All of the above notes
 bear interest at the rate of 8% per annum, computed and payable annually on entire de-
 ferred sum, and at maturity on each note paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 128 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 part V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part 128 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 128 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 in and for said County and State, on this 20th
 day of March, 1923, personally appeared

R. L. Stephens

and Bess Stephens, his wife

to me known to be the identical person S 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 use 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 26 day of March, 1923

at 3:00 o'clock P. M. Book 439, Page 155

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