

225912 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Rolland N. Steil and Nell F. Steil, his wife.

a of Tulsa, Tulsa County, Oklahoma, part^{ies} of the first part, ha^{ve} mortgaged and hereby mortgage to Mrs. Rose C. Canterbury of part^V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Eleven (11) Block Two (2), of the Sub-Division of part of Lot Five (5), Terrace Drive Addition to Tulsa, Oklahoma, according to the recorded plat thereof.

I hereby certify that the within mortgage was filed for record in my office on the 19th day of April, 1923, and issued to the within mortgagee.
Lined this 19 day of April, 1923
WAYNE L. DICKEY, 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 THIRTY-FIVE HUNDRED AND NO/100 DOLLARS, eight with interest thereon at the rate of per cent, per annum, payable semi-annually from March 23, 1923, according to the terms of one certain promissory note described as follows, to-wit:

One promissory note, dated March 23, 1923, due March 23, 1926, signed by Rolland N. Steil and Nell F. Steil, his wife; privilege given to pay \$100.00 or any multiple thereof, on principal at any interest paying time by giving thirty days previous notice in writing to the holder hereof.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} 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, will pay a reasonable attorney's fee of Three Hundred Fifty and No/100 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 23rd day of March, 1923.

Rolland N. Steil
Nell F. Steil

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 23rd day of March, 1923, personally appeared Rolland N. Steil and Nell F. Steil

and 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 they 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.
hand
My commission expires Dec. 30, 1925. (Seal) Virginia M. Hagan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of March, A. D., 1923 at 1:00 o'clock P. M. Book 439, Page 171
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.