

COMPARED

#226613 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C.C. Winters and J.W. Winters, both single and  
unmarried man, of Sand Springs, Tulsa, County, Oklahoma, parties of the first part, ha ve  
 mortgaged and hereby mortgage to Chas. Page,  
 of ----- part y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Numbered 13, of Block Numbered 1, of the  
 Oak Ridge Addition to the City of Sand Springs  
 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 One Thousand One Hundred Thirty-two and  
16/100 (\$1,132.16) DOLLARS,

with interest thereon at the rate of 5 per cent, per annum, payable semi- annually from April 2, 1923.

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

One note for the principal sum of \$1,132.16, executed by said mortgagor due  
 and payable to said mortgagee, said note dated the 2nd day of April, 1923;  
 Said note due and payable in monthly installments of \$32.50 per month, the  
 first installment of \$32.50 being due and payable on the 2nd day of May, 1923,  
 and a like installment being due and payable on the 2nd day of each and every  
 month thereafter till said note with interest shall have been fully paid.  
 Failure to pay any amount when due, principal or interest, shall cause the  
 whole sum hereby secured to be immediately due at the option of the holder  
 hereof.

This mortgage is given subject to a first mortgage in favor of the Oklahoma,  
 Building & Loan Assn. of Oklahoma, City, Oklahoma, in the sum of \$3,200.00

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 parties 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 One Hundred (\$100.00) 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 2nd day of April, 1923.

J.W. Winters, SEAL

C.C. Winters, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this second  
 day of April, 1923, personally appeared C.C. Winters, and J.W. Winters, both single  
and unmarried men.

XXXXX

to me known to be the identical person, 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 April 8, 1924. (SEAL) Chas. B. Rawson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of April A. D., 1923  
 at 2:30 o'clock P. M. Book 439, Page 234

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