

226966 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harry T. Pratt and Hazel I. Pratt, husband and wifea \_\_\_\_\_ of Sand Springs, in Tulsa County, Oklahoma, part ies of the first part, have  
mortgaged and hereby mortgage to Chas. Pageof \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Numbered Three (3) in Block Numbered Four (4) of  
Oak Ridge Addition to the city of Sand Springs,  
according to the recorded plat thereof.

11-11-1923  
Recorded 8747  
Dated this 9th day of April 1923  
WAYNE L. BERRY, 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 Fifty Four & 50/100 (\$454.50)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from dateaccording to the terms of one certain promissory note described as follows, to-wit:

One note for the principal sum of \$454.50 made and signed by the above named mortgagors due due and payable to the above named mortgagee or order in monthly installments of \$10.00 per month, the first installment of \$10.00 being due and payable on the 3rd day of April 1923 and a like monthly installment of \$10.00 being due and payable on the 3rd day of each and every month thereafter till said sum shall have been duly paid with interest. Failure to pay any installment as above set forth or interest when due shall cause the whole sum hereby secured to be at once due and payable at the option of the holder hereof. Said note is dated this 30th day of March 1923. This mortgage is given subject to a first mortgage held by Home Building and Loan Association, Sand Springs, Okla. in sum of \$1500.00.

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, 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 Y 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 & 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 30th day of March, 1923.Harry T. Pratt

SEAL

Hazelle I. Pratt

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 6th  
day of April, 1923, personally appeared \_\_\_\_\_

Harry T. Pratt and Hazel I. Pratt, husband and wife

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 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. P. Rawson, Notary Public.I hereby certify that this instrument was filed for record in my office on 7 day of April, A. D., 1923.at 11:35 o'clock A. M. Book 439, Page \_\_\_\_\_.Brady Brown,

(Seal)

O. G. Weaver,

By \_\_\_\_\_ Deputy. \_\_\_\_\_ County Clerk.