

COMPARED

The New Dispatch Printing & Audit Co., Shawnee, Okla.

228135 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Benjamin O. Page and Mary E. Page his wife

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

mortgaged and hereby mortgage to Edward McCoy

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

Lot Three (3), in Block Six (6) College Addition, City
of Tulsa, State of Oklahoma, according to the recorded
plat thereof.

120
8977
Date 19 April 1923
WATSON & SONS, Notary Public

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

Twelve Hundred

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semiannually from date of mortgage

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

One note for the amount of \$1200.00 dated April 18th 1923, due and payable
April 18th, 1928, with interest at 8 per annum, payable semiannually.

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, will pay a reasonable attorney's fee of \$25.00 and 10% of the amount remaining unpaid 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 18th day of April, 1923.

Benjamin O. Page

SEAL

Mary E. Page

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 18th day of April, 1923, personally appeared

Benjamin O. Page and Mary E. Page

and

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 July 3, 1925. (Seal) Bert Roberts, Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of April A. D. 1923 at 4:00 o'clock P. M. Book 439, Page 342

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