

229478 C.M.J.

## REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That M. W. Taylor and Ival Taylor, husband and wife

a of Sand Springs, Tulsa County, Oklahoma, parties of the first part, ha ve

mortgaged and hereby mortgage to Chas. Page

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

Lot Numbered Nine (9) in Block Numbered Twenty (20) in Oak Ridge Addition to the city of Sand Springs according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$15.4 and Receipt No. 939 therefor in payment of mortgage tax on the within instrument.

Dated this 5 day of May 1926

W. W. L. [Signature]

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

Three Hundred Forty & No/100 (\$340.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from date

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

One note for the principal sum of \$340.00 made and signed by the above named mortgagors, due and payable to the above made mortgagee or order, said note dated the 20th day of April, 1923 and due and payable in installments of \$15.00 per month, the first monthly installment of \$15.00 being due and payable on the 20th day of May, 1923 and a like monthly installment being due and payable on the 20th day of each and every succeeding month untill the whole sum with interest shall have been fully paid. Failure to pay any sum when due either principal or interest shall cause the whole sum hereby secured to be at once due and payable at the option of the owner and holder hereof. This mortgage is executed subject to a first mortgage to Home Building and Loan Association in the sum of \$3000.00.

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 Fifty 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 20th day of April, 1926.

M. W. Taylor

SEAL.

Ival Taylor

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 28 day of April, 1926, personally appeared

M. W. Taylor

and Ival Taylor, husband and wife

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 1, 1926. (Seal) E. F. Dixon, Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of May A. D., 1926 at 11:00 o'clock A. M. Book 439, Page 454

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