

229479 C.M.J.

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frank R. Pauly and Grace Pauly, husband and wife  
 a Sand Springs, Tulsa County, Oklahoma, part ies of the first part, ha...  
 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 Eight (8) in Block Numbered Twenty (20)  
 in Oak Ridge Addition to the city of Sand Springs,  
 according to the recorded plat thereof.

THESAUROUS...  
 I hereby certify that I received \$1.00 and have  
 received the same in payment of mortgage  
 tax on the above described premises  
 Dated this 5 day of May 1923  
WAYNE L. HANEY, County Treasurer  
H. J. Deputy

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 Nine Hundred Fifty Five & No/100 (\$955.00) 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 \$955.00 made and signed by the above named mortgagors  
 due and payable to the above named mortgagee or order, said note date the 21st day of  
 April, 1923, and due and payable in monthly installments of \$15.00 per month. The first  
 of said monthly installments of \$15.00 being due and payable on the 21st day of May, 1923  
 and a like monthly installment being due and payable on the 21st day of each and every  
 succeeding month till the whole sum shall have been duly paid with interest at the rate  
 of 8 per cent per annum due and payable semi-annually from date.  
 Failure to pay any amount when due principal or interest shall cause all sums hereby se-  
 cured to be immediately due and payable at the option of the holder hereof, without  
 notice. This mortgage is given subject to a first mortgage of \$4000.00 given to Home  
 Building and Loan Association, Sand Springs Oklahoma.

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 One Hundred 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 21st day of April, 19 23

Frank R. Pauly SEAL.

Grace G. Pauly SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 3  
 day of May, 19 23, personally appeared.

Frank R. Pauly and Grace Pauly, 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 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., 19 23  
 at 11:00 o'clock A. M. Book 439, Page 455

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