

229480 C.M.J.

CONFIDENTIAL

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B. O. Shepherd and Ruth Shepherd, husband and wife

a _____ of Tulsa County, Oklahoma, part^{ies} of the first part, have
 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 Two (2) Block Eighteen (18) in Oak Ridge Addition
 to the city of Sand Springs, according to the recorded
 plat thereof.

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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 _____

Six Hundred Forty-five and 35/100 (\$645.35)

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 sum of \$645.35, dated the 28th day of March, 1923, executed by above named mortgagor, due and payable to the above named mortgagee or order in installments of \$16.25 monthly. The first installment of \$16.25 being due and payable the 28th day of April, 1923, and a like installment being due and payable on the 28th day of each and every month thereafter until the whole sum shall have been fully paid, together with interest thereon at 8 per cent per annum, due and payable semi-annually. Failure to pay any installment or interest when due, shall cause the whole sum hereby secured to become immediately due and payable at the option of the mortgagee or holder hereof, without notice. This mortgage is executed subject to a first mortgage of Home Building & Loan Association, of Tulsa, Oklahoma, in the sum of \$2250.00.

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 (\$50.00) 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 28th day of March, 1923

B. O. Shepherd

SEAL

Ruth P. Shepherd

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 17th day of April, 1923, personally appeared

B. O. Shepherd

and Ruth P. Shepherd, husband and wife

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 Feb. 8, 1927. (Seal)

Estelle M. Montgomery.

Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of May, A. D., 1923

at 11:00 o'clock A. M. Book 439, Page 456

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.