

229854 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Cecibio Cabioc, and - - - Cabioc, husband and wife.....

a of Sand Springs, Tulsa County, Oklahoma, part^{ies} of the first part, ha^{ve}mortgaged and hereby mortgage^s to Mary Phillips.....of part^y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:Lot Five and Six (5 & 6) Block Sixteen (16) Second
Sunrise Addition, to the city of Sand Springs, TulsaCounty, Okla. according to the official Recorded plat
thereof.I hereby certify that I received \$10
Receipt No. 9398 therefor in payment of mortgage
tax on the within mortgage.Dated this 9 day of May, 1923
WAYNE L. DICKEY, 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.....

FIVE HUNDRED THIRTY-FIVE and 07/100 DOLLARS,

with interest thereon at the rate of 8 1/2 per cent. per annum, payable monthly from maturity

according to the terms of twenty certain promissory note^s described as follows, to-wit:

Each note for the principal sum of twenty-five (\$25.00) Dollars with accrued interest thereon, thereby ranging from \$25.17, to \$28.34, all of even date hereof, note No. 1, being due June 1, 1923, for the sum of \$25.17, and each succeeding note due each succeeding thirty days thereafter, note number 20, being for the sum of \$28.34, with interest thereon at the rate of 8 1/2 per annum from maturity, payable at Sand Springs, Okla. according to the tenor of said notes.

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,..... will pay a reasonable attorney's fee of One Hundred and 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 10th day of April, 1923

Cecibio Cabioc SEAL

Delia Cabioc SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 10th day of April, 1923, personally appeared Cecibio Cabioc and Delia Cabioc, his 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 Feb. 21, 1927. (Seal) Art Stanton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of May, A. D., 1923

at 9:00 o'clock A. M. Book 439, Page 484

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