

231823 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Leigh Stephens and Okla. Stephens, his wife
 of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Robt. E. Adams and W. Frank Walker
 of Tulsa County, State of Oklahoma, to-wit:

All of Lot Three (3) in Block Four (4) of Edgewood Place
 Addition to the city of Tulsa, Oklahoma, according to
 the recorded plat thereof,

I hereby certify that I received \$232 and issued
 Receipt No. 9767 thereon in payment of mortgage
 tax on the within mortgage.
 Dated this 29 day of May, 1923
 WAYNE L. DICKEY, County Treasurer
 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
 Twenty-eight hundred ninety-two and 90/100 DOLLARS,
 eight
 with interest thereon at the rate of per cent, per annum, payable monthly annually from January 1, 1923,
 according to the terms of one certain promissory note described as follows, to-wit:

One note for the sum of \$2892.20 dated Dec. 14th, 1922, payable at the rate of
 \$50.00 per month on principal and interest at the rate of 8% per annum computed
 and payable monthly on the entire deferred sum, commencing Feb. 1st 1923, and a
 like sum on the 1st of each and every month thereafter until paid, any sum
 remaining unpaid Jan. 1st, 1926, shall then become due and payable,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 \$10.00 and 10% of face hereof, 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 22nd day of May, 1923.

Leigh Stephens SEAL
 Okla Stephens SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 22nd
 day of May, 1923, personally appeared

Leigh Stephens
 and Okla Stephens, his 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 Aug. 21, 1924. (Seal) C. E. Hart, Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of May, A. D., 1923
 at 10:00 o'clock A. M. Book 439, Page 635
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.