

COMPARED

assigns, all the following described real estate, situated Sand Springs, County of Tulsa and State of Oklahoma, to-wit:

RECEIVED BY ENDORSEMENT
I hereby certify that I received \$128 and in full
Receipt No. 8688 in payment of mortgage
tax on the within mortgage.
Dated this 5 day of April 1923 City of Sand Springs, according to the recorded
WAYNE L. DICKEY, County Treasurer, plat thereof,

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part, his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said B.O. Shepherd and Ruth P. Shepherd, husband and wife, have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: Dated April 4/1923, for the sum of Six Hundred Dollars, (\$600.00), with interest at the rate of 8 % per annum due and payable on or before April 4, 1924.

It is further agreed by and between the parties hereto that this mortgage be a second mortgage subject to a first mortgage of Twenty Five Hundred Dollars to any party whomsoever.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs and assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. And said mortgagors agree that they will, until said debt is paid, keep said premises insured to the amount of _____ Dollars for the benefit of the holder of this mortgage in an insurance company acceptable to the mortgagee. If said sum or sums of money, mentioned herein, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable the whole of said sum or sums, and interest thereon, shall then become due and payable, and said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. And the mortgagors agree that if suit is brought to foreclose this mortgage they will pay a reasonable attorney's fee of ten dollars to the plaintiff's attorney in such action, which fee this mortgage also secures.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

B.O. Shepherd,
Ruth P. Shepherd.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th, day of April A.D. 1923, personally appeared B.O. Shepherd, and Ruth P. Shepherd, 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.

(seal) Estelle M. Montgomery,
Notary Public.

My commission expires Feb. 8, 1927.

Filed for record in Tulsa, Tulsa County, Oklahoma, April 5th, 1923, at 9:10 A.M. and recorded in book 446, page 384.