

256915 - BH

## REAL ESTATE MORTGAGE.

This indenture, made this 28th day of April, 1924, A.D. between W. L. Detherow and E. F. Detherow, his wife, of Tulsa County, In the State of Oklahoma, of the first part, and H. M. Pugh, of Tulsa County, Oklahoma, of the second part.

Witnesseth, the said parties of the first part, in consideration of the sum of four hundred fifty dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain sell and convey unto the said party of the second part, his heirs and assigns, all the following described real estate, situated in the County of Tulsa, and State of Oklahoma, to-wit:

Lot seven (7) in block five (5) in the Sunrise addition to the City of Sand Springs, as shown by the recorded 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 W. L. Detherow and E. F. Detherow, his wife, have this day executed and delivered three certain promissory notes in writing to said party of the second part, described as follows:

One note dated June 1st 1924, due July 1st, 1924, int. 8% from date,	\$15.00
" " " " " " " " " " " " " " " " " "	\$15.00
" " " " " " " " " " " " " " " " " "	\$420.00

Said note for \$420.00 to be payable at the rate of \$15.00 per month, and each monthly payment to automatically extend the date of payment of the balance one month.

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 notes 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 mortgagor agree that they will, until said debt is paid keep said premises insured to the amount of \$500.00 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 seventy five 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.

W. L. Detherow,  
E. F. Detherow.

State of Oklahoma, Tulsa County, SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 28th day of April, 1924, A.D. personally appeared W. L. Detherow, and E. F. Detherow, 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