

COMPARED

#233359 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F.W. Washington and Elzeina Washington, his wife,  
 a Sand Springs, Tulsa, County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to Chas. Page,  
 of part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots 19 & 20 Block 1, South side addition to the City  
 of Sand Springs, according to the recorded plat thereof.

Notary Public in and for the State of Oklahoma,  
 Myself hereby certify that on 15 day of June, 1923,  
 the within instrument was duly executed by the parties  
 to the within instrument, and

Dated this 15 day of June, 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 One Hundred Eighty-Three (\$183.00) 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 principle sum of One Hundred Eighty-three Dollars (\$183.00) dated June the 12th, 1923, executed by said mortgagor due and payable to said mortgagee or order in monthly instalments of Fifteen Dollars (\$15.00) per month; the first monthly instalment of Fifteen Dollars (\$15.00) being due and payable on the first day of July, 1923, and a like monthly instalment being due and payable the 1st day of each succeeding month 'till said sum, principal and and interest shall have been fully paid. Failure to pay any instalment or interest when due shall cause all indebtedness hereby secured to be immediately due at the option of the holder hereof.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 upon 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 instalment, 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 the second part Y shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 1st 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 (\$100.00) DOLLARS which this mortgage also secures.

Part 1st 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 12th day of June, 1923.

Witnesses;  
Jay. L. Howarth,  
F.M. Foley

Frank his mark  
x Washington SEAL  
Elzeina Washington, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State on this 12th day of June, 1923, personally appeared F.W. Washington and Elzeina Washington,  
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 July 1, 1926. (SEAL) E. F. Dixon, Notary Public

I hereby certify that this instrument was filed for record in my office on 15 day of June, A. D., 1923 at 3:00 o'clock P. M. Book 430, Page 124  
 By Brady Brown Deputy. O.G. Weaver, County Clerk  
 (SEAL)