

Overbay Bros., Binders

#233361 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W.G. Heeren and Lula J. Heeren, husband and wife,
 a Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Chas. Page
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Sixteen (16) Block Twenty-six (26)
 of the Original townsite now city of Sand
 Springs, according to the recorded plat thereof.

104
 10098
 Dated this 16 day of June, 1923
 WAYNE L. DICKEY, County Treasurer

69
 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 Thirteen Hundred Forty and no/100 (\$1340.00)
 ----- 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 principal sum of \$1340.00, dated the 4th day of
 May, 1923, made and signed by the above named mortgagors, due and
 payable to the above named mortgagee, or order installments of
 \$25.00 each, the first installment of \$25.00 being due and payable
 on the 4th day of June, 1923, and a like installment being due and
 payable on the 4th day of each and every succeeding month after said
 last named date, until the whole sum with interest shall have been
 fully paid.

Failure to pay any sum when due, principal or interest, shall cause
 the whole sum or sums hereby secured to be immediately due and payable
 at the election of the party of the second part, his heirs or assigns.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part ies 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 One Hundred Thirty and no/100 (\$130.00) ----- 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 4th day of May, 1923

W.G. Heeren ----- SEAL

Lula J. Heeren ----- SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 4th
 day of May, 1923, personally appeared W.G. Heeren and Lula J. Heeren, husband
and 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 Feby. 21, 1927 (SEAL) Art. Stanton Notary Public

I hereby certify that this instrument was filed for record in my office on 15 day of June, A. D., 1923
 at 3:15 o'clock P. M. Book 439, Page 125

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