

MORTGAGE RECORD NO. 456 COMPARED

#234642 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frank S. Stephens, Senior and wife, Mrs. Sarah I. Stephens and Leigh Stephens, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Roy E. Jackson, 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 Eighteen (18) in Block Six (6) in Factory Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

This mortgage is subject and inferior to a first mortgage in favor of the Home Building and Loan Association of Tulsa, Oklahoma for the sum of \$25,000.00

The Mortgagors agree that in case of default a receiver shall be appointed to take charge of the building, improvements and real estate above described with authority to rent same and collect such rentals and apply same on mortgage indebtedness subject to the order of the court with all the improvements thereon and appurtenances thereto belonging, and without the title to the same.

This mortgage is given to secure the principal sum of Ten Thousand and no/100 DOLLARS, with interest thereon at the rate of eight per cent, per annum, payable monthly from date according to the terms of 45 certain promissory notes described as follows, to-wit:

Forty-four notes this date executed and delivered each for the sum of \$225.00, the first note maturing on the 15th day of July, 1923 and one note on the 15th day of each and every month thereafter until all of said notes are paid; and one note for the sum of \$100.00 dated this date maturing on March 15, 1927. All of said notes bear interest at the rate of 8% per annum computed and payable monthly on whole sum unpaid each month.

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P.S.B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part they 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 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 the second part they shall be entitled to the immediate possession of the premises and all the 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 the amount recovered DOLLARS which this mortgage also secures.

Part 1st of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 28th day of June, 1923.

Frank S. Stephens, Sr.

Mrs. Sarah I. Stephens, SEAL

Leigh Stephens

Okla. Stephens, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Harold S. Philbrick, a Notary Public in and for said County and State on this 29th day of June, 1923, personally appeared Frank S. Stephens Senior and wife Mrs. Sarah I. Stephens, and Leigh Stephens and wife Okla Stephens,

XX 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 August 21, 1924.

(SEAL)

Harold S. Philbrick

Notary Public

I hereby certify that this instrument was filed for record in my office on 30 day of June, A. D., 1923.

at 10:15 o'clock A. M. Book 489, Page 220

By Brady Brown

Deputy.

(SEAL)

O.G. Weaver,

County Clerk