

COMPARED

MORTGAGE RECORD NO. 456

Overbay Bros., Binders

235514 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. L. Eno and Elsie Eno, his wife,
 of Sand Springs, Tulsa County, Oklahoma, part 1st of the first part, ha. Y.8
 mortgaged and hereby mortgage to Chas. Page, Sand Springs, Okla.
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Loy 2- Block 2 Second Lake Sub-division, according
 to the recorded plat thereof.

TREASURER'S EMPLOYMENT

I hereby certify that I received \$ 288 and issued
 Receipt No. 1054 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 10 day of July, 1923

W. W. Stuckey County Treasurer
J. B. B. 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 Seven Hundred Fifty and No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
 according to the terms of Q19 certain promissory note described as follows, to-wit:

For the principal sum of Seven Hundred Fifty Dollars (\$750.) dated the
 23rd day of June, 1923, executed by said mortgagor due and payable to the
 said mortgagee in monthly installments of Twenty-five (\$25.) Dollars per
 month, the first monthly installment being due and payable on the 23rd
 day of July, 1923, and a like monthly installment being due and payable
 on the 23rd day of each succeeding month until said principal sum, together
 with the interest as aforesaid shall have been fully paid. Failure to pay
 any installment or interest when due as aforesaid shall cause all indebted-
 ness hereby secured to be immediately due and payable at the option of party
 of the second part, his heirs, executors, administrators, assigns or legal
 representative, without notice.
 This mortgage is given subject to a first mortgage in the sum of Two Thousand
 (\$2,000.) Dollars, given by said mortgagor to the Industrial Building & Loan
 Association of Tulsa, Oklahoma.

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 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 part V shall be entitled to the immediate pos-
 session 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, 1st will pay a
 reasonable attorney's fee of Seventy-five and No/100 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 23rd day of June, 1923

Mrs. Elsie Eno

SEAL

M. L. Eno

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 23, 1923, a Notary Public in and for said County and State on this 30th
 day of June, 1923 personally appeared

M. L. Eno and Elsie Eno, his wife,

and

to me known to be the identical person 8 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. W. Dixon

Notary Public

I hereby certify that this instrument was filed for record in my office on 9 day of July, A. D., 1923

at 2:40 o'clock P. M. Book 439, Page 270

By Brady Brown

Deputy. (Seal)

O. G. Weaver

County Clerk