

COMPARED

## MORTGAGE RECORD NO. 456

Overbay Bros., Binders

232108 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Levi Gilstrap, a single man  
 of Tulsa County, Oklahoma, part V of the first part, ha S  
 mortgaged and hereby mortgage to W. A. Stephenson  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Ninety-one (91) and Ninety-two (92) of the Re-Subdivision  
 of Lots 1, 2, 3, 4, 5, 16, 17, 18, 19 and 20, Block One (1)  
 and Lots One (1), Block Two (2) of the Rodger Heights Sub-  
 division to the city of Tulsa, Tulsa County, Oklahoma,

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 Fifty and 00/100 DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable at maturity annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

One note for \$150.00 due on or before Thirty days from date;  
 said note signed by Levi Gilstrap, payable to the order  
 of W. A. Stephenson.

I hereby certify that this instrument was filed for record in my office on 9840 day of June 1923  
 on the within bearing  
 Dated this 2 day of June 1923  
WAYNE L. BRIGHT, County Treasurer  
A. J.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby  
 covenant S and agree S 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 V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a  
 reasonable attorney's fee X as provided in said note DOLLARS  
 which this mortgage also secures.

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

Dated this 31st day of May, 19 23.

Levi Gilstrap

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, John K. Bright, a Notary Public in and for said County and State on this 31st  
 day of May, 19 23 personally appeared

Levi Gilstrap

and he  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed  
 the same as his 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 2-20-27 (Seal) John K. Bright, Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of June A. D. 19 23  
 at 10:30 o'clock A. M. Book 439, Page 28

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