

UNRECORDED

MORTGAGE RECORD NO. 456

Overlay Broc. Binder

237864 C.M.J. THIRD REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. A. Williamson and W. M. Hough
Tulsa, Oklahoma County, Oklahoma, part 108 of the first part, ha. Y9
 mortgaged and hereby mortgage to H. H. Stearns and Cinthia Stearns
 of part 108 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot 8 in Glen Acres Sub-Division in the North-half (N $\frac{1}{2}$)
 of the Southwest Quarter (SW $\frac{1}{4}$) of Section 8, Township
 19 North, Range 13 East.

Assignment of Mortgage.

This mortgage is assigned to James A. Dowdy and Mary Dowdy.

H. H. Stearns
 Cynthia Stearns

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 Ninety and No/100 DOLLARS,
 with interest thereon at the rate of one per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

Dated April 7, 1923, for \$790.00, to H. H. Stearns and Cinthia Stearns, due in one year from date.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 16 and issued
 Receipt No. 11091 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 14 day of Aug, 1923
W. M. Hough County Treasurer
R. M. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 108 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 9 shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part --- 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 Twenty-five (\$25.00) DOLLARS
 which this mortgage also secures.

Part 108 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 7th day of April, 19 23

W. M. Hough L. A. Williamson SEAL
Flossie M. Hough Frances M. Williamson SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 7th
 day of April, 19 23, personally appeared L. A. Williamson & Frances M. Williamson, his
wife and W. M. Hough & Flossie M. Hough, his 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 July 30, 1925. (Seal) Georgina B. Hammett, Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of August A. D., 19 23
 at 12:00 o'clock --- M. Book 430, Page 446
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk