

COMPARED

Overbay Bros. Binders

226926 C.M.J.

## REAL ESTATE MORTGAGE

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

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

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 Five Thousand Five Hundred (\$5,500.00) DOLLARS,  
 with interest thereon at the rate of eight 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 6, 1923, for \$5,500.00, to run one year from date, payable  
 to H. H. Stearns and Cinthia Stearns

evidence of the within indebtedness.

#226926  
 State of Oklahoma, )  
 County of Tulsa. ) ss.

This instrument was filed for record on the 7 day of April 1923, at 9:25  
 o'clock A.M. and duly recorded in Book 439, Page 250 of the records of this office.  
 O. G. Weaver, Clerk.  
 Brady Brown, Deputy Clerk

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$110 and issued  
 Receipt 18728 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 7 day of April 1923  
Wayne J. Beckley, County Treasurer  
P. A. B., Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part<sup>ies</sup> 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.

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<sup>ies</sup> shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part<sup>ies</sup> 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 Fifty (\$50.00) DOLLARS  
 which this mortgage also secures.

Part<sup>ies</sup> 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 6th day of April 1923

W. M. Hough

L. A. Williamson

Flossie M. Hough

Frances M. Williamson

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Georgina B. Hammett, a Notary Public in and for said County and State on this 6th  
 day of April 1923, personally appeared

L. A. Williamson and his wife and W. M. Hough and Flossie M. Hough, his wife,  
 and

to me known to be the identical person<sup>s</sup> 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. 1923  
 at 12:00 o'clock -- M. Book 439, Page 454  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk