

COMPARED

Overbay Bros. Binders

238439 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. M. Stevens and Anna Irene Stevens, (husband and wife) of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to W. T. Freeman part X of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Sixteen (16) in Block Six (6) of Pilcher Summit Addition to Tulsa, Oklahoma, according to the duly recorded plat and survey thereof,

This mortgage is given subject to a first mortgage in favor of Tulsa Building & Loan Association in the sum of \$2000.00 which has been reduced up to this date in the sum of \$1933.50, payable \$29.20 per month; next payment being due in September 1923; also subject to a second mortgage in favor of Dan Pilcher, amount at this date in the sum of \$870.00, payable \$20.00 per month, next payment being due in September 1923.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 870.00 of the sum of \$ 870.00 therefor in payment of the tax on the within mortgage.

Dated this 22 day of Aug, 1923

W. W. Stuckey, County Treasurer

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 Three Hundred ninety six and 50/100 (\$396.50) DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date hereof, according to the terms of one certain promissory note described as follows, to-wit:

Tulsa, Oklahoma, August 15th, 1923. For value received, I, we, or either of us promise to pay to the order of W. T. Freeman, the sum of \$396.50, in installments of Fifty Dollars, per month; said installments to be paid on or before the 15th day of each and every month hereafter beginning the 15th day of September 1923. Deferred payments to bear interest at the rate of 8 per cent per annum from this date until paid; interest payable monthly in addition to \$50.00 principal payments. If any of said installments become delinquent for sixty days, the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at the First National Bank, Tulsa, Oklahoma. This note is secured by third mortgage on Lot 16, Block 6, Pilcher Summit Addition to Tulsa, Oklahoma.

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

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ies will pay a reasonable attorney's fee of ten per cent of face of mortgage DOLLARS which this mortgage also secures.

Part ies 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 15th day of August, 1923

S. M. Stevens

SEAL

Anna Irene Stevens

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Chas. K. Warren, a Notary Public in and for said County and State on this 15th day of August, 1923, personally appeared

S. M. Stevens and Anna Irene Stevens, (husband and wife)

and ies 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 April 17th, 1927. (Seal)

Chas. K. Warren,

Notary Public

I hereby certify that this instrument was filed for record in my office on 21 day of August, A. D., 1923

at 11:50 o'clock A. M. Book 439, Page 486

By Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk