

239173 M H

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. E. Stewart and Kathryn Stewart, his wife
 a of Sand Springs, Tulsa County, Oklahoma, part 108 of the first part, ha-
 mortgaged and hereby mortgage to Chas. Page
 of Tulsa part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The South twenty-five (25) feet of lot five (5) and all of lot six (6) in block
 thirty-nine (39) of Oakridge Second Addition to the City of Sand Springs, according
 to the recorded plat thereof.

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 Eight Hundred 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 QNS certain promissory note described as follows, to-wit:

One note for the principal sum of Eight Hundred (\$800.) Dollars dated August 14th, 1923
 made and signed by above named mortgagors, due and payable to above named mortgagee or
 order in monthly instalments of Thirty-five (\$35.) Dollars per month, the first monthly
 instalment due and payable on the 14th day of September, 1923, and a like monthly
 instalment due and payable on the 14th day of each succeeding month thereafter until
 fully paid. Failure to pay any instalment or interest when due shall cause the whole
 sum to be due at the election of the mortgagee, his executors, administrators, heirs or
 assigns.

This mortgage is executed subject to a first mortgage in the sum of \$2250.00 given to
 the Home 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 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
Record party Building 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 Y shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 108 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 Eighty and no/100 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 14th day of August, 19 23.

H. E. Stewart SEAL

Kathryn Stewart SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August, 19 23, a Notary Public in and for said County and State on this 14th
 day of August, 19 23, personally appeared H. E. Stewart and

and Kathryn Stewart, his wife
 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 4-24-1927 Seal O. L. Stewart Notary Public

I hereby certify that this instrument was filed for record in my office on 31st day of August, A. D., 19 23
 at 10 o'clock A M. Book 439, Page 534

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