

# 239175 M H

Overbay Bros. Binders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. H. Sessing and Zelma Sessing, his wife  
 of Sand Springs, Tulsa County County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to Chas. Page  
 of Sand Springs, Okla. part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Number 2, Block no. 15, Oakridge Addition to the City of Sand Springs, According to

the recorded plat thereof.

TREASURER'S RECEIPT  
 I hereby certify that the sum of \$11869.54 and interest  
 Received of J. H. Sessing and Zelma Sessing  
 for the principal sum of the mortgage  
 Dated 31 Aug. 1923  
B. Quinn  
 Deputy

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 Nine-Two and 50/100 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

One note for the principal sum of Eight Hundred Nine-two and 50/100 Dollars, dated the  
 1st day of August, 1923, made and signed by J. H. Sessing and Zelma Sessing, his wife,  
 due and payable to said Chas. Page or order in monthly instalments of Twenty-five Dollars  
 per month; the first instalment due and payable the 1st of September, 1923, and a like  
 instalment due and payable the 1st day of each succeeding month until the whole sum  
 with interest at eight per cent per annum shall have been fully paid. Failure to pay  
 any sum when due, principal or interest, shall cause all indebtedness hereby secured to  
 be immediately due and payable at the option of the holder hereof.

This mortgage is executed subject to a first mortgage in the sum of \$4,000. given to  
 the Oklahoma Savings & Loan Association.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 said premises  
of second 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 V shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part 1st the first part hereby agree that in the event action is brought to foreclose this mortgage, will pay a  
 reasonable attorney's fee of One hundred and no/100 DOLLARS  
 which this mortgage also secures.

Part 1st 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 1st day of August, 1923.

J. H. Sessing SEAL  
Mrs Selma Sessing SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, J. H. Sessing, a Notary Public in and for said County and State on this 2nd  
 day of August, 1923, personally appeared Zelma Sessing

and they  
 to me known to be the identical person 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. (Seal) E F Dixon Notary Public  
 My commission expires July 1 1926

I hereby certify that this instrument was filed for record in my office on 31 day of August A. D., 1923  
 at 10 o'clock A. M. Book 439, Page 536  
 By Brady Brown Deputy (Seal) O. G. Weaver County Clerk