

#239267 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C.C. Winters and J.W. Winters, both unmarried men,  
a Sand Springs, Tulsa County, Oklahoma, part<sup>13</sup> of the first part, ha<sup>ve</sup>  
mortgaged and hereby mortgage to Chas. Page,  
of part y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot seven (7) in Block One (1) Second Lake  
subdivision according to the recorded plat  
thereof;

TREASURER'S ENDORSEMENT

I hereby certify that I received \$28 and issued  
Receipt No. 11376 for payment of mortgage  
on the 4 day of Sept. 1923  
W. W. Quinn County Treasurer  
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 Seven Hundred Fifty 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 one certain promissory note ----- described as follows, to-wit:

One note for the sum of Seven Hundred Fifty and No/100... Dollars,  
dated the 14th day of August, 1923, executed by above named mortgagors,  
due and payable to the above named mortgagee, or order, in monthly  
instalment of Twenty-five (\$25.) 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 and  
every month thereafter until said sum with interest shall have been  
fully paid. Failure to pay any instalment or interest when due shall  
cause the whole sum to be immediately due at the option of the holder  
hereof.

This mortgage is given subject to a first mortgage of Home Building  
& Loan Association, Tulsa, Oklahoma, in the sum of Seventeen Hundred  
Fifty Dollars, (\$1750.)

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part<sup>13</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. 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 y shall be entitled to the immediate pos-  
session of the premises and all the rents and profits thereof.

Said part<sup>13</sup> 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 Seventy-five and no/100 ----- DOLLARS  
which this mortgage also secures.

Part<sup>13</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 14th day of August, 1923.

C.C. Winters, SEAL

J.W. Winters, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 31st  
day of August, 1923 personally appeared C.C. Winters and J.W. Winters, each of which  
are unmarried men, of Sand Springs, Okla.

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 1, 1926 (SEAL) E.F. Dixon Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of Sept. A. D., 1923  
at 11:15 o'clock A. M. Book 439, Page 545

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