

Overbay Bros., Binders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. H. Stolley and Anna M. Stolley, husband and wife, of Tulsa, County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to Chas. Page, of part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Numbered Eleven (11) and Twelve (12) Block Thirty-Eight (38) Oakridge Second Addition to the City of Sand Springs, according to the recorded plat thereof.

THIS INSTRUMENT IS NOT RECORDED  
I have this day received of 14 and issued  
Record 11449 the sum of 14 Dollars of Mortgage  
and on this day of Sept. 1923  
Lined this 8 day of Sept. 1923  
W. B. Quinn, Notary Public

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 Fifteen 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 principal sum of Seven Hundred Fifteen Dollars; note dated the 4th of September, 1923, signed by the above named mortgagors and payable to the above named mortgagee; instalments of Thirty-two Dollars and Fifty Cents (32.50) per month; the first instalment being due and payable on the 4th day of October, 1923, and a like instalment being due and payable on the 4th day of each and every month thereafter until said note shall have been paid; failure to pay any instalment when due shall cause all of said note to become due at the election of the mortgagee; This mortgage is given subject to a first mortgage covering said real estate and premises executed by above named mortgagors to the Oklahoma Savings and loan Company in the amount of \$1400.00/

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

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, One Hundred and No/100 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 4th day of September 1923.

R. H. Stolley SEAL

Anna M. Stolley SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 4th day of September 1923, personally appeared R. H. Stolley and Anna M. Stolley, husband and 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 July 1, 1926. (SEAL) E. F. Dixon, Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of Sept. A. D. 1923  
at 4:40 o'clock P. M. Book 439, Page 574

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