

Overleaf Bro. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. W. Russell and Mary A. Russell, husband and wife,
 a Sand Springs, Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Charles Page
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Numbered 13 and 14 in Block Numbered 37 of the
 Original town, now City of Sand Springs, Oklahoma,
 according to the recorded plat thereof.

This mortgage is given subject to a prior mortgage in
 favor of the Oklahoma Savings & Loan Association of
 Oklahoma City, Oklahoma, which mortgage is in the sum
 of Eighteen Thousand (\$18,000.) Dollars bearing date
 of Sept. 10, 1923 and of record in the records of Tulsa
 County, State of Oklahoma.

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 one certain promissory note ----- described as follows, to-wit:

One note for the principal sum of Eight Hundred (\$800.) Dollars
 with interest at eight (8) Per cent made and signed by the above
 named mortgagors, J. W. Russell and Mary A. Russell, and due and
 payable twelve (12) months after date to the above named mortgagee,
 Charles Page, or order, at the Sand Springs State Bank, Sand Springs,
 Oklahoma.

RECORDED
 1/5/19
 14 Sept. 2
 A. James
 Deputy

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 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 parties shall be entitled to the immediate pos-
 session 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, ----- will pay a
 reasonable attorney's fee of Eighty and no/100 ----- DOLLARS
 which this mortgage also secures.

Parties 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 10th day of September, 1923.

J. W. Russell SEAL

Mary A. Russell SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 10th
 day of September, 1923, personally appeared J. W. Russell and Mary A. Russell,
husband and wife,

XXX
 to me known to be the identical persons 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 30th, 1924 (SEAL) Frank S. Daniel Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of Sept. A. D., 1923
 at 3:20 o'clock P. M. Book 439, Page 602

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