

COMPARED

MORTGAGE RECORD NO. 456

Overby Bros. Binders

232549 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Charles F. Prichard and Carrie A. Prichard, husband and wife of Tulsa County, Oklahoma, part ies of the first part, ha ve mortgaged and hereby mortgage to Thomas E. Harris of Tulsa County, Oklahoma, part ies of the first part, ha ve of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13) Block Seven (7) of the Original Townsite now City of Sand Springs, according to the recorded plat thereof.

It is expressly a condition of this mortgage, agreed to by all parties concerned and applying to all subsequent endorseres thereof that in the event of sickness or the loss of employment, this mortgage shall be extended and the payments of the notes suspended for a period of six months, and at the end of the six months period the property shall revert without recourse, to the party of the second part, unless payments are resumed thereon.

All other conditions of this instrument remain unchanged

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 Eleven Hundred and No/100 DOLLARS, with interest thereon at the rate of 8% per cent, per annum, payable monthly annually from date according to the terms of One certain contract promissory note described as follows, to-wit:

said note is of even date hereof, in the principal sum of Eleven Hundred (\$ 1100.) and No/100 Dollars, to be paid at the rate of Twenty dollars (\$20.00) per month for fifty-five consecutive months, beginning with June 28, 1923, made and signed by the parties of the first part, and payable to the order of the parties of the second part, with interest thereon at the rate of 8% per annum, payable on each monthly installment as it becomes due. All payments to be made at Sand Springs, Okla. according to the terms and tenor of said note.

9926
7 day of June 1923
A. G.
COUNTY TREASURER

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 part 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, they will pay a reasonable attorney's fee of One hundred and No/100 DOLLARS which this mortgage also secures.

Part ies 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 28th day of May, 19 23

Charles F. Prichard SEAL

Carrie A. Prichard SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Art Stanton, a Notary Public in and for said County and State on this 29th day of May, 19 23, personally appeared

Charles F. Prichard and Carrie A. Prichard, husband and wife,

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.

My commission expires Feb. 21, 1927. (Seal) Art Stanton Notary Public

I hereby certify that this instrument was filed for record in my office on 6 day of June A. D., 19 23 at 11:30 o'clock A. M. Book 439, Page 62

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