

232555 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That William H. Tate and Ruby F. Tate, (husband and wife) of Tulsa County, Oklahoma, part 198 of the first part, have mortgaged and hereby mortgage to Chas. Page of Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots One (1), Two (2), Three (3) and Four (4) Block Number Two (2) of the Sunrise Addition to the city of Sand Springs, Tulsa County, Oklahoma, according to the official plat thereof.

Received of Chas. Page the sum of \$300.00 and later 9926 dollars in payment of mortgage.
Date 7 June 1923
A. G. County Treasurer

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 Three Hundred and 00/100 (\$300.00) DOLLARS, with interest thereon at the rate of eight per cent, per annum, payable monthly annually from date according to the terms of Twelve certain promissory note S described as follows, to-wit:

Twelve notes numbered from one to twelve inclusive, for the principal sum of Twenty Five Dollars each, bearing date of May 28, 1923, with interest at the rate of Eight per cent per annum from date payable monthly at the maturity of each note. Note number one of this series falling due one month after date and the remaining notes of the series falling due in regular consecutive monthly periods thereafter. All the notes in this series are made payable to Chas. Page and are signed by William H. Tate and Ruby F. Tate.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 198 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 part 198 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 Fifty and 00/100 (\$50.00) DOLLARS which this mortgage also secures.

Part 198 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 28 day of May, 1923.

William H. Tate SEAL

Ruby F. Tate SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:
Before me, May, 1923, a Notary Public in and for said County and State on this 29th day of May, 1923, personally appeared William H. Tate and Ruby F. Tate (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 Feby. 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., 1923 at 1:00 o'clock P. M. Book 439, Page 63
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk