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235553 C.J. COMPARED

REAL ESTATE MORTGAGE

Deputy

THIS INDENTURE, Made this 11 day of July A. D. 1923 between Mrs. O. E. Cart and B. O. Cart, and E. O. Cart, her husband of Tulsa County, in the State of Oklahoma, of the first part, and B. O. Shepherd of Sand Springs, Okla. of the second part.

WITNESSETH: The said parties of the first part, in consideration of the sum of Six Hundred Fifty Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all the following described real estate, situated Sand Springs, County of Tulsa and State of Oklahoma, to wit:

Lot Twenty Two (22) in Block Twenty One (21) Original Townsite, now the City of Sand Springs according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME unto the said party of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, and these presents are upon this express condition, that whereas said Mrs. O.E. Cart and E. O. Cart, have this day executed and delivered 26 certain promissory notes in writing to said party of the second part, described as follows:

Of even date herewith for the principal sum of Twenty Five (\$25.00) Dollars each, due and payable every thirty days until the entire sum of Six Hundred Fifty Dollars (\$650.00) shall have been paid with interest at the rate of 10% per annum from date until paid.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part his heirs and assigns, said sum of money in the above described notes mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. And said mortgagors agree that they will, until said debt is paid, keep said premises insured to the amount of \$650.00 dollars for the benefit of the holder of this mortgage in an insurance company acceptable to the mortgagee, If said sum or sums of money, mentioned herein, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said parties of the first part for said consideration do hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. And the mortgagors agree that if suit is brought to foreclose this mortgage they will pay a reasonable attorney's fee of Ten dollars to the plaintiff's attorney in such action, which fee this mortgage also secures.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

O. E. Cart

E. O. Cart

STATE OF OKLAHOMA, Tulsa County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 11 day of July, A. D. 1923 personally appeared Mrs. O. E. Cart and E.O. Cart to me known to be the identical persons who executed the within and foregoing instrument, and