

#244288 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Tom Sheppard and Eula M. Sheppard, his wife,of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Hugh Garyof part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty (20) Block Five (5), Ohio Place Addition
to the City of Tulsa, Tulsa County, Oklahoma;
according to the recorded plat thereof.

This mortgage is given subject to a first mortgage of
Three Thousand Dollars (\$3000.00) now of record against
the above described property.

I hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County Clerk of Tulsa County, Oklahoma.
Receipt No. 123824
Dated this 10th day of Nov. 1923

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 Six Hundred and no/100eight

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable semi- annually from dateaccording to the terms of one certain promissory note described as follows, to-wit:

One note for the sum of Six Hundred Dollars, payable in installments of Fifteen (\$15.00) Dollars per month on or before the first day of each and every month, beginning the first day of December, 1923, Deferred payments to bear interest at the rate of 8% per annum from date until paid; interest payable semi-annually. The unpaid balance at the end of one year to be paid in full. Said note given for the term of one year, at the end of the year the entire amount of note still unpaid must be paid.

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 on 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 second party shall be entitled to the immediate possession of the premises and all 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 Ten Per cent of total amount of note 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 8 day of November, 1923Tom Sheppard

SEAL

Eula M. Sheppard,

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W.P. Nelson, a Notary Public in and for said County and State, on this 9th day of November, 1923, personally appeared Tom Sheppard and Eula M. Sheppard, his wife,

and 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 April 11, 1925. (SEAL) W.P. Nelson, Notary Public.I hereby certify that this instrument was filed for record in my office on 10th day of Nov. A. D. 1923at 3:40 o'clock P. M.By Brady Brown Deputy (SEAL) O. G. Weaver, County Clerk.