

#245432 NS

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That C.R. Gagnon, widower, and single and unmarried man,
Tulsa, County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to Chas. Page,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Fourteen (14) Block Eight (8) Hilcrest Addition to the
 City of Sand Springs, Oklahoma, according to the recorded
 plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$, 28 and issued
 Receipt No. 12689 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 28 day of Nov, 1923
W. W. Suckey, County Treasurer
S-B Deputy

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 Seven Hundred Fifty 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 \$750.00 dated the 26th day of November, 1923,
 made and signed by above named mortgagors, due and payable to
 above named mortgagee, in monthly instalments of \$25.00 per
 month; the first instalment due and payable on the 26th day of
 December, 1923, and a like monthly instalment due and payable on
 the 26th of each succeeding month, until the indebtedness hereby
 secured shall have been fully paid. Failure to pay any sum when
 due, principal and interest shall cause the whole sum to become
 immediately due at the option of the holder hereof. This Mortgage
 is given subject to a first mortgage of \$2500.00 in favor of the
 Home Bldg. & Loan Assn., Sand Springs, Okla.

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 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 part Y shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part ies 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 Seventy-five 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 26th day of November, 1923.

C.R. Gagnon SEAL
 ----- SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 26th
 day of November, 1923, personally appeared C.R. Gagnon and Gagnon, husband and
wife,

and -----
 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 April 8, 1924. (SEAL) Chas. B. Rawson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of November, A.D. 1923
 at 9:45 o'clock A. M.
 By Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk