

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M.A. Stephens and Lou Stephens, his wife,  
Tulsa, County, Oklahoma, part 1st the first part, ha-  
 mortgaged and hereby mortgage to Effie Stephens Jackson  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The East fifty (50) feet of Lots Seventeen (17)  
 Eighteen (18), Nineteen (19) and Twenty (20), in  
 Block Eight (8) in Park Hill Addition to the City  
 of Tulsa, Oklahoma, according to the amended plat  
 thereof.

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 Two Thousand Three Hundred Fifty (\$2,350.00)

DOLLARS.

with interest thereon at the rate of 5 per cent, per annum, payable monthly 1/11/11 from date

according to the terms of 47 certain promissory note S described as follows, to-wit:

Forty seven (47) notes all dated December 10th, 1923, for  
 the sum of \$50.00 each; first note due and payable on the  
 1st day of January, 1924, and thereafter one note due and  
 payable on the 1st day of each and every month until all  
 of the said forty seven notes are paid.

It is further agreed between the parties hereto that the  
 party of the second part shall carry sufficient insurance  
 on the above described property to protect the interest of  
 the party of the first part.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part SS. 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 V 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 Three Hundred and No/100 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 10th day of December, 1923.

M.A. Stephens SEAL

Lou Stephens SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, --- a Notary Public in and for said County and State, on this, 17th  
 day of December, 1923, personally appeared M.A. Stephens and Lou Stephens, his 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 Nov. 15, 1926. (SEAL) Rowena B. Fales, Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of December, A.D. 1923  
 at 11:55 o'clock A. M.

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