

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That we, C.E. Stephens and Eula Stephens, his wife,  
of Tulsa, Tulsa County, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to R. H. Josey,  
 of Tulsa County, State of Oklahoma, to-wit:

"Lot Two (2) Block One (1), Arlington Heights  
 Addition to the City of Tulsa!"

TREASURER'S ENDORSEMENT  
 I hereby certify that the sum of \$116.79 was received from the mortgagor in payment of mortgage  
 Dated this 26 day of Sept. 1923  
 W. W. Stacey, County Treasurer  
*S. Barling* 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 Six Hundred and no/100 DOLLARS,

with interest thereon at the rate of 8% per cent, per annum, payable monthly ~~quarterly~~ from date

according to the terms of 12 certain promissory note 8 described as follows, to-wit:

11 notes at \$25.00 and one at \$325.00.

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 Ten Dollars and 10% 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 24th day of September, 1923.

C. E. Stephens SEAL

Eula Stephens, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 24th

day of September, 1923, personally appeared C. E. Stephens and Eula Stephens,

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 March 15th, 1927 (SEAL) Frances E. Cohenour Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Sept. A. D. 1923

at 10:40 o'clock A. M.

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