

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Leigh Stephens and Okla Stephens, his wife,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Effie Jackson  
 of part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Block Four (4) in Edgewood Place  
 Addition to the City of Tulsa, Oklahoma, according  
 to the recorded plat thereof.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$223 and issued  
 Receipt No. 13099 for payment of mortgage  
 tax on the within mortgage.  
 Dated this 28 day of Dec, 1923  
 W. W. Stacey, County Treasurer

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same, Three Thousand Seven Hundred Fifty (\$3,750.00)  
 This mortgage is given to secure the principal sum of Three Thousand Seven Hundred Fifty (\$3,750.00)  
 ----- DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date  
 according to the terms of 36 certain promissory note S described as follows, to-wit:

Thirty-five (35) notes in the sum of One Hundred (\$100.00) Dollars  
 each, all dated December 21st, 1923, the first note of \$100.00 due  
 and payable thirty days after date and one due and payable each  
 succeeding thirty days, until the entire thirty five notes have been  
 fully paid; Note number thirty six dated December 21st, 1923, in the  
 amount of Two Hundred Fifty (\$250.00) dollars, being due and payable  
 thirty days after the last of the thirty five notes above mentioned  
 have been paid. All notes signed by Leigh Stephens, Okla Stephens,  
 his wife and Frank S. Stephens, Sr.

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 Three Hundred Seventy Five 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 21st day of December, 1923

Leigh Stephens SEAL

Okla Stephens SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this Twenty-second  
 day of December, 1923, personally appeared Leigh Stephens and Okla  
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 just 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 27 day of Dec., A. D., 1923

at 11:30 o'clock A. M.

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