

266609-CW.

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 29th day of August 1924 A. D. 191-
 between Allen Carroll of Tulsa County, in the State of Okla-
 homa, of the first part, and Charles Augustus and Paralle
 Augustus, his wife, of Sand Springs, Oklahoma of the second part.

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G.M.

WITNESSETH: The said party of the first part, in consideration
 of the sum of Six Hundred Dollars, the receipt whereof is hereby

acknowledged, does by these presents grant, bargain, sell and convey unto the said parties
 of the second part, their heirs and assigns, all the following described real estate,
 situated the City of Sand Springs, County of Tulsa and State of Oklahoma, to-wit:

Lot Nineteen (19) in Block Three (3) South Side Addition to the
 City of Sand Springs, According to the Recorded Plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second
 part their heirs and assigns, together with all and singular the tenements, hereditaments
 and appurtenances thereunto belonging or in anywise appertaining forever.

PROVIDED, ALWAYS, and these presents are upon this express condition,
 that whereas said Allen Carroll has this day executed and delivered his certain promissory
 note in writing to said parties of the second part, described as follows:

One promissory note in the sum of Six Hundred (\$600.) Dollars, dated August 29th, 1924, due
 October 1, 1924, interest at the rate of 5 per cent per annum from date until paid interest
 payable annually. Said note providing that same shall be paid at the rate of \$12.50 per
 month, and each monthly payment, when made, to automatically extend the date of maturity
 of the balance of said note one month.

Now, If said party of the first part shall pay or cause to be paid
 to said parties of the second part their heirs and assigns, said sum of money in the above
 described note mentioned together with the interest thereon, according to the terms and
 tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise
 shall remain in full force and effect. And said mortgagor agrees that he will, until said
 debt is paid, keep said premises insured to the amount of \$900 dollars for the benefit of
 the holder of this mortgage in an insurance company acceptable to the mortgagee. If said
 sum or sums of money, mentioned herein, or any part thereof, or any interest thereon, is
 not paid when the same is due, and if the taxes and assessments of every nature, which are
 or may be assessed and levied against said premises or any part thereof are not paid when
 the same are by law made due and payable, the whole of said sum or sums, and interest
 thereon, shall then become due and payable, and said party of the first part for said con-
 sideration does hereby expressly waive an appraisal of said real estate and all benefit
 of the homestead exemption and stay laws of the State of Oklahoma. And the mortgagor
 agrees that if suit is brought to foreclose this mortgage he will pay a reasonable attorney's
 fee of \$150. dollars to the plaintiff's attorney in such action, which fee this mortgage
 also secures.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand
 the day and year first above written.

Allen Carroll.

STATE OF OKLAHOMA,)
 COUNTY OF TULSA.) SS.

Before me, Sarah T. Moats a Notary Public in and for said County
 and State, on this 29th day of August, A. D. 1924 personally appeared Allen Carroll
 to me known to be the identical person who executed the within and foregoing instrument
 and acknowledged to me that he executed the same as his free and voluntary act and deed for