

216354 C.M.J. COMPAREL

COMPAREL

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. E. Hampton and Ethel Hampton his wife

of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Jennie M. Collins

of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The West Thirty three and a third (33 1/3) feet of lot eight (8) Block six (6) Irving Place Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is given subject to one first Mortgage of Twenty five Hundred dollars (\$2500.00) as shown of record and one second mortgage for fifteen hundred dollars (\$1500.00) as shown of record.

TREASURER'S ENDORSEMENT

Hereby certify that I received \$590.00 and issued Receipt No. 115 therefor in payment of mortgage tax on the within mortgage.

Dated this 13 day of Dec, 1922

WAYNE L. DICKEY, County Treasurer

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

Five Hundred ninty (\$590.00) and 90/100

Deputy

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date

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

One note for Twenty five dollars payable March 13-1923. One note for Twenty five dollars due April 13-1923. One note for Twenty five dollars due May 13-1923. One note for Twenty five dollars due June 13-1923. One note for four Hundred ninty (\$490.00) dollars due December 13-1925.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant S and agree S 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.

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 part ies of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of One Hundred (\$100.00) 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 13th day of December, 1922

E. E. Hampton

SEAL

Ethel Hampton

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State, on this 13th day of December, 1922, personally appeared

E. E. Hampton

and Ethel Hampton, his wife

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 July 12th, 1924. (Seal) John Barrett, Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of Dec, A. D., 1922 at 2:00 o'clock P. M. Book 402, Page 120

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.