

216503 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. M. Hickey and Janis R. Hickey, his wife,
 of Tulsa, Okla. Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Jas. H. Roberson
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13) in Block One (1), in Ridgedale
 Terrace Addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

TREASURER'S RECEIPT
 I hereby certify that I received \$ 162 and is used
 Receipt No. 4737 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 15 day of Dec 1922
 WAYNE L. DICKEY, County Treasurer
ag 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

Twenty-Seven Hundred Fifty & No/100 (\$2750.00) DOLLARS

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

according to the terms of 36 certain promissory note S described as follows, to-wit:

Twelve (12) notes in amount of \$50.00 each, due from one to twelve
 months after date, twenty-three (23) notes in amount of \$75.00
 each, due from 13 to 36 months after date, One note in amount of
 \$425.00, due thirty-six months after date.
 All above described notes signed by C. M. Hickey and Janis R.
 Hickey, his wife.
 All above described notes dated December 15th, 1922.

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.

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 parties 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, they will pay a
 reasonable attorney's fee of ten per cent of principal sum of notes, DOLLARS,
 which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the
 homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of December, 1922.

Chas. M. Hickey M.D. SEAL

Janis R. Hickey SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State, on this 15th
 day of December, 1922, personally appeared

C. M. Hickey and Janis R. Hickey, his wife,

and -

to me known to be the identical persons 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 September 3rd, 1925 (Seal) R. C. Lamprich, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of Dec. A. D. 1922
 at 8:15 o'clock A.M. Book 402, Page 125

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