

MORTGAGE RECORD NO. 402

217528 C.M.J.

COMPARED REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. S. Hardy & wife Hetty L. Hardya _____ of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Theodore Coxof _____ part Y of the second part, the following described real estate and promises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Forty Seven and Forty Eight (47-48) in Block Four (4) in Orchard Addition to the City of Tulsa Okla. according to the recorded plat thereof.

Subject to a first Mtg. originally made for the sum of \$5000.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$72.00 and issued Receipt No. 6968 therefor in payment of mortgage tax on the within mortgage.

Dated this 27 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.

Deputy

This mortgage is given to secure the principal sum of _____

Twenty One Hundred & No/100

DOLLARS

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

according to the terms of one certain promissory note _____ described as follows, to-wit:

One note dated 11-27-22 for the sum of \$2100 due April 15" 1923 with interest from date at 8% per annum signed by A. S. Hardy & wife payable to order of Theodore Cox.

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 Two Hundred Ten & No/100 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 27 day of Nov. 1922.

A. S. Hardy

SEAL

Hetty L. Hardy

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 27

day of Nov. 1922, personally appeared _____

A. S. Hardy & wife Hetty L. Hardy

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 Aug. 21, 1924. (Seal)

Harold S. Philbrick,

Notary Public.

I hereby certify that this instrument was filed for record in my office on _____ day of Dec. A. D. 1922

at 10:45 o'clock A. M. Book 402, Page 188

By F. Delman,

Deputy.

(Seal)

O. D. Lawson,

County Clerk.