

MORTGAGE RECORD NO. 402

THE NEW DISCOUNT PRINTER & ADVERTISING CO., INC., OKLAHOMA CITY, OKLA.

19142 G.M.J.
COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harry H. Hamilton and Myrtle Olga Hamilton
 a _____ of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Sophronia E. Schmidt as guardian of Karl Desmen Schmidt
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The North Three and 72/100 (3.72) acres of the
 South Four and 72/00 (4.72) acres of the Northwest
 Seven and 72/00 (7.72) acres of Lot Number Two (2)
 Section Thirty (30) Township Twenty (20) North,
 Range Thirteen (13) East of I.M. as shown by govern-
 ment survey thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2000.00 and issued
 Receipt No. 1070 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 5 day of Jan 1926

WAYNE L. DICKEY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

W. J.
Deputy

This mortgage is given to secure the principal sum of _____

Two Thousand

DOLLARS

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

according to the terms of three certain promissory note is described as follows, to-wit:

One note in the amount of \$500.00, due one year from date, one note in the amount of \$500.00, due two years from date and a third note in the amount of \$1000.00 due three years from date.

First parties agree that while notes are unpaid, they will maintain fire and tornado insurance on buildings on said tract in an amount not less than \$2000.00, with mortgage clause attached in favor of second party, who will hold policy. The rents and profits of above described tract are hereby pledged as additional security for payment of above notes. In event the taxes are not paid when due or upon any default all above notes will at once become due and payable and this mortgage may be at once foreclosed and the second party entitled to the rents and profits.

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 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 16th day of December, 1922.

Harry H. Hamilton SEAL

Myrtle Olga Hamilton SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 2nd day of December, 1922, personally appeared _____

Harry H. Hamilton

and Myrtle Olga Hamilton

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 Jan. 9, 1926. (Seal) R. F. Phipps, Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of Jan, A. D. 1923.
 at 1:20 o'clock P.M. Book 402, Page 224

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