

218992 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. W. Huff, a single man, and Everett H. Huff and Viola Huff, his wife of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to A. J. Martin of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Thirty one feet (31) of Lot Seven (7) and the North Ten feet, (10) of Lot Eight (8), in Block One (1) in the Maywood Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

This mortgage is subject to a prior mortgage of \$7600. duly of record.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 152 and issued Receipt No. 7198 therefor in payment of mortgage tax on the within mortgage. Dated this 12 day of Jan 1923  
WAYNE L. DICKEY, County Treasurer

This mortgage is given to secure the principal sum of

Thirty Eight Hundred & No/100

DOLLARS  
Deputy

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

according to the terms of 11 certain promissory note S described as follows, to-wit:

One note of \$700.00 of even date due in Three months.  
One note of \$500.00 of even date due in Six months.  
Eight notes of \$300.00 of even date, one note due October 12th 1923 and one note due each three months thereafter until the sum of \$2400. has been paid, or have become due.  
One note of \$200.00 of even date, due October 12th, 1925.  
All of the above notes to bear interest at 8% per annum, payable quarterly on the unpaid balance.

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 \$25.00 10% of the amount remaining unpaid 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 12th day of January, 1923.

J. W. Huff SEAL  
Everett H. Huff  
Viola Huff SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State, on this 12th day of January, 1923, personally appeared

J. W. Huff, a single man, and Everett H. Huff and Viola Huff, his wife.

and

to me known to be the identical person, 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.

hand

My commission expires August 19th, 1926 (Seal) Harry L. Jenkins, Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of Jan, A. D., 1923 at 11:00 o'clock A. M. Book 402, Page 282

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