

COMPARED

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219139. C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. M. Trotter and Maude H. Trotter, husband and wife
 of County, Oklahoma, part 108 of the first part, ha^{ve}
 mortgaged and hereby mortgage to H. E. Hanna
 of part 108 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Ten (10) in Block Twelve (12) of Orcutt Addition
 to the city of Tulsa, according to the recorded plat
 thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 364 and issued
 Receipt No. 7232 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 16 day of Jan 1923

WAYNE L. DICKEY, County Treasurer

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

One Thousand Seven Hundred Ninety-eight and No/100

DOLLARS

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

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

One note for \$1798.00 dated of even date herewith, payable in monthly
 installments of \$35.00 and interest, the first installment being due and
 payable on the 1st day of February 1923, and a like installment on the
 1st day of each calander month thereafter until all shall have been paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} 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 part^y 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, 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.

Part^{ies} of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the
 homestead, exemption and stay laws in Oklahoma. This mortgage is subject to one first mortgage in the sum
 of \$6000.00 to Home Building & Loan Association.

Dated this 1st day of December, 1922

W. M. Trotter

SEAL

Maude H. Trotter

SEAL

STATE OF OKLAHOMA, County of Carter, ss:

Before me, January 23, a Notary Public in and for said County and State, on this 12th
 day of January, 1923, personally appeared

W. M. Trotter

and Maude H. Trotter

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 January 30, 1924. (Seal) Ruby Lewis, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of Jan. A. D., 1923
 at 4:10 o'clock P. M. Book 402, Page 300

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