

219829 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B. L. Hardesty and Emma Lee Hardesty, husband and wife,

of Tulsa County, Oklahoma, part 1st of the first part, ha. VS  
mortgaged and hereby mortgage to W. E. Hardesty

of part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

All of lots Nine (9) in Block Numbered Ten (10)  
in Forest Park Addition to the city of Tulsa,  
County of Tulsa, Oklahoma, according to the duly  
recorded re amended plat thereof,

Deposited  
JAN 17 1926  
TULSA COUNTY CLERK  
I hereby certify that I received \$1881.00 in payment of mortgage  
and issued this certificate of deposit  
JAN 17 1926  
TULSA COUNTY CLERK

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

Eighteen Hundred twenty five (\$1825.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable annually from Jan- 17th, 1926

according to the terms of one certain promissory note payable on or  
before Jan- 17th, 1926, bearing even date herewith and given as evidence of the  
within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby  
covenant S and agree S 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 V shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, 10 will pay a  
reasonable attorney's fee of 10 DOLLARS,  
which this mortgage also secures.

Part V 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 17th day of Jan., 1923.

B. L. Hardesty SEAL

Emma Lee Hardesty SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 17th  
day of Jan., 1923, personally appeared

B. L. Hardesty

and Emma Lee Hardesty

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 July 24th, 1926. (Seal) J. T. Chambell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Jan. A. D., 1923

at 9:00 o'clock A.M. Book 402, Page 353

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