

The West-Dispatch Print & Audit Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James H. Gardner and A. C. Huntof Tulsa Tulsa County, Oklahoma, part 1 of the first part, have mortgaged and hereby mortgage to M. Hughespart y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The southerly twenty five (25) feet of lot one (1) and the northerly fifty feet (50) of lot two (2) in block one hundred eighty one (181) of the original town of Tulsa, Oklahoma, according to the recorded plat thereof.

It being understood by and between the parties hereto that the notes for which this mortgage is given to secure may be paid off in full at any time at the option of the makers of said notes.

The above property is not the homestead of the grantors herein, or either of them, and has never been occupied by them or either of them as such.

Notes secured by this mortgage are 14 notes of \$2500.00 each, all dated June 20th, 1922; one due at the end of each six months thereafter until all are paid. Said notes signed by James H. Gardner and A. C. Hunt.

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 Thirty-five thousand and 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 14 certain promissory notes as follows to-wit: bearing date herewith and given as evidence of the within indebtedness.

I hereby certify that I received \$35.00 and issued Receipt No. 7426 in payment of mortgage tax on the same this 29 day of Jan, 1923
WAYNE L. DICKLEY, County Treasurer
A. J.

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 thereon, 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 party 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 One thousand DOLLARS, which this mortgage also secures.

Part 1 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 20th day of June, 1922

James H. Gardner

SEAL

A. C. Hunt

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 20th day of June, 1922, personally appeared James H. Gardner

and A. C. Hunt

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.

My commission expires November 20, 1922 (SEAL) Grace M. Davis Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Jan, A. D., 1923 at 11.20 o'clock A.M. Book 402, Page 386

By Brady Brown Deputy (SEAL) O. G. WEAVER County Clerk.