

220935 C.M.J.

# REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. Hutchinson and Eva Hutchinson his wife

a ..... of Tulsa County, Oklahoma, part <sup>ies</sup> of the first part, have  
mortgaged and hereby mortgage to The First National Bank, Bixby, Okla.

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

Lots fourteen (14), fifteen (15), sixteen (16) and seventeen (17) Block number twenty one (21), Midland Addition to Bixby, Okla.

TREASURERS RECEIPT

I hereby certify that I received \$ 60 from \_\_\_\_\_  
Receipt No. 7608 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 6 day of Feb 1923

WAYNE L. DICKEY, County Treasurer

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

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This mortgage is given to secure the principal sum of.

Three thousand & No/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable ..... annually from ..... Maturity

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

Dated Jan. 3rd, 1923, due April 1st, 1923 together with all condition of said note.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part.....<sup>105</sup> hereby covenant..... and agree.....<sup>S</sup> 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...X... 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, \_\_\_\_\_ will pay a reasonable attorney's fee of Three Hundred & No/100 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.

Dated this 3rd day of January 1923.

A. Hutchison

SEAL.

Eva E. Hutchison

...SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this \_\_\_\_\_ 3rd day of Jan. 19 23 personally appeared \_\_\_\_\_

A. Hutchinson and Eva<sup>6</sup> Hutchinson

and \_\_\_\_\_  
to me known to be the identical person<sup>s</sup> 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 Oct. 28, 1925. (Seal) A. C. Wise, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Feb. A. D. 1923  
at 10:00 o'clock A. M. Book 402, Page 438

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