

#221226 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clay Hulen and Carrie E. Hulen ( his wife )  
 of Tulsa, County, Oklahoma, part SS. of the first part, ha...  
 mortgaged and hereby mortgage to John S. Zink,  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The West Forty five (45) ft. of Lots twelve and thirteen  
 (12 & 13) Block Twenty three (23) Irving Place Addition  
 to the City of Tulsa, Tulsa County, Oklahoma, according  
 to the recorded plat thereof.

Given subject to a first mortgage in the sum of (\$2000.00)  
 due five years from the date of the making thereof.

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 Two thousand three hundred dollars and no/100 DOLLARS

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

according to the terms of 46 certain promissory note S described as follows, to-wit:

Forty six notes in the sum of (\$50.00) each, all dated February 1st, 1923,  
 The first of which ~~shall~~ become due and payable on the first day of March 1923,  
 and one note shall fall due on the first day of each and every month thereafter  
 until the total sum of this mortgage shall be paid in full, together with interest  
 monthly on the full unpaid balance, beginning with the greatest amount of interest  
 the first month and reducing at the rate of about 35cts per month as each payment  
 is paid.

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

Said part SS of the first part hereby agree, that in the event action is brought to foreclose this mortgage, SS will pay a  
 reasonable attorney's fee of (\$50.00) and 10% on the unpaid balance DOLLARS,  
 which this mortgage also secures.

Part 1st 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 1st day of February, 1923.

Clay Hulen SEAL

Carrie E. Hulen SEAL

STATE OF OKLAHOMA, County of Tulsa, SS:

Before me, SS, a Notary Public in and for said County and State, on this 1st  
 day of February, 1923, personally appeared Clay Hulen and Carrie E. Hulen,  
(his wife,)

and SS  
 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 October 24th, 1925 (SEAL) J. Edgar Freeman Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Feby, A. D. 1923.

at 8 o'clock A. M. Book 402, Page 457.

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

I hereby certify that I received \$1.38 and interest  
 on Mortgage No. 221226 herefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 9 day of Feb. 1923  
 WAYNE L. DICKEY, County Treasurer  
 Deputy