

#221497 NS.

The News-Bulletin Print & Engraving Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Zett C. Walton and Retta Walton, his wife,
Kansas
 of Montgomery County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Emily M. Hardy,
 of ----- part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

I hereby certify that I received \$ 150 and issue of
 Record No. 7730 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 15 day of Feb, 1923

WAYNE L. DICKEY, County Treasurer

A. J.

Deputy

Lot Numbered Eleven (11) in Block
 Numbered Fourteen (14) of the Sub-
 division of Block Six (6) and Lots One
 (1), Two (2) and Three (3) of Block Four
 (4) of Terrace Drive Addition to the City
 of Tulsa, Tulsa County, Oklahoma, according
 to the Official Plat thereof.

protest and notice of protest, and agree that extensions of time for payment may be
 granted by the holders hereof without notice, in case of legal proceedings to collect this
 note, or in case this note is handed to an attorney for collection, I, we, or either of us
 agree to pay ten per cent of the total amount herein additional as attorney's fees. Maker
 shall have the right to pay any multiple of the installment at any installment payment
 date. P.O. Address. 1720 E. Thirteenth St.
 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

Fifteen Hundred Forty-eight (\$1548.00) DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable Semi- annually from Dateaccording to the terms of OLE certain promissory note described as follows, to-wit:

\$1548.00

Tulsa, Okla. February 10, 1923.

For value received I, we, or either of us promise to pay to the order of Emily M.
 Hardy the sum of Fifteen Hundred Forty-eight (\$1548.00) Dollars (\$1548.00) in installments
 of Twenty-five (\$25.00) Dollars (\$25.00) per month; said installments to be paid on or
 before the tenth day of each and every month hereafter, beginning the tenth day of March,
 1923; Deferred payments to bear interest at the rate of 8 per cent per annum from date
 until paid; interest payable semi-annually if any of said installments becomes delinquent
 for 60 days the entire unpaid balance shall at once become due and payable at option of
 the holder. Negotiable and payable at the Liberty National Bank, Tulsa, Okla., This
 note is secured by Second Mortgage on Lot 11 Block 14 in Terrace Drive Addition to
 Tulsa, Oklahoma.

The makers and endorsers hereby severally waive presentment, notice of non-payment

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 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 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, ----- will pay a
 reasonable attorney's fee of One Hundred Fifty (\$150.00) DOLLARS,
 which this mortgage also secures.

Parties of the first part, for said consideration, do ----- hereby expressly waive appraisal of said real estate and all benefit of the
 homestead, exemption and stay laws in Oklahoma.

Dated this 9th day of Feb, 1923.Zett C. Walton, SEALRetta Walton SEAL

Kansas

STATE OF ~~OKLAHOMA~~, County of Montgomery, ss:

Before me, -----, a Notary Public in and for said County and State, on this Ninth
 day of February, 1923, personally appeared Zett C. Walton and Retta Walton,
his wife,

xxx

to me known to be the identical persons 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 Nov. 15, 1925. (SEAL) W. F. Ehart, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of Feb, A. D., 1923
 at 10:30 o'clock A. M. Book 402, Page 474

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