

222072 C.M.J.

COMPAY 50

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clay Hulen, Carrie E. Hulen (his wife)

of Tulsa County, Oklahoma, part ies 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) feet of Lots eleven
 and twelve (11 & 12) Block Twenty three (23)
 Irving Place Addition to the city of Tulsa,
 Tulsa County, Oklahoma, according to the TREASURERS
 corded plat thereof.

I hereby certify that I received \$, 24
 Recd No. 7-8-11 therefor in payment of
 on the within mortgage.
 Dated this 14 day of Feb 1923
 WAYNE L. LUCKEY, County Treasurer

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

Four hundred and fifty and no/100

DOLLARS

with interest thereon at the rate of 8 1/2 per cent, per annum, payable Monthly annually from date

according to the terms of 5 certain promissory note - described as follows, to-wit:

One note in the sum of (\$250.00) due in six months from this date, and
 four notes in the sum of (\$50.00) each, the first of which is due on
 the first day of January 1927, and one due the 1st day of each month
 thereafter until the four notes are paid in full.

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

Said part ies 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 \$25.00 and 10% on the unpaid balance DOLLARS,
 which this mortgage also secures.

Part ies 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, - - -, 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)

to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they
 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. 24th, 1925. (Seal) J. Edgar Freeman, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Feb. A. D. 1923
 at 10:20 o'clock A. M. Book 402, Page 507

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