

223398 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Felix T. Hines and Mary Daisy Hines, (his wife)

a of Tulsa, Tulsa County, Oklahoma, parties of the first part, ha VS mortgaged and hereby mortgage to E. T. Tennelly of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lots Nineteen (19) and Twenty (20) in Block One (1) of Park Dale Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

"This Mortgage is given as a first Mortgage and there is no incumbrance against said property."

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

Seven Hundred and Fifty and no/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable semi-annually from date

according to the terms of 1 certain promissory note described as follows, to-wit:

One note for \$750.00, dated March 3rd 1923, due March 3rd-1924, signed by Felix T. Hines and Mary Daisy Hines, to E. T. Tennelly

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, and to insure, and keep insured in favor of second party, buildings on said 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 V 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 \$25.00 and 10 per cent of the full amount unpaid DOLLARS which this mortgage also secures.

Parties 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 3rd day of March, 1923.

Felix T. Hines SEAL

Mary Daisy Hines 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 March, 1923, personally appeared

Felix T. Hines

and Mary Daisy Hines (his wife)

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 December 2, 1926. (Seal) Lula A. Cofer, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of March, A. D. 1923.

at 11:20 o'clock A. M. Book 402, Page 591

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