

223565 C.M. J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Nena L. Ham and Fay M. Ham, her husband

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, ha ^{VS}
 mortgaged and hereby mortgage to T. J. Harter

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

Lots Nine (9), Ten (10), Eleven (11) and Twelve (12)
 Block One (1), East Lawn Addition to the city of
 Tulsa, Oklahoma, according to the Recorded Plat
 thereof, as filed for record in the office of the
 County Clerk within and for Tulsa County, Oklahoma.

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

This mortgage is given to secure the principal sum of _____

Four Thousand and No/100

eight

with interest thereon at the rate of _____ per cent, per annum, payable _____ semi- _____ annually from March 23, 1921

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

One note dated March 23, 1921, due 30 months from date with interest at the rate of 8% per annum, interest payable semi-annually.

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 ^V 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, _____ they _____ will pay a reasonable attorney's fee of _____ 10% of principal hereof and Ten _____ 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 2nd day of March, 1923.

Nena L. Ham

SEAL

Fay M. Ham

SEAL

STATE OF OKLAHOMA, County of _____ Tulsa _____, ss:

Before me, _____, a Notary Public in and for said County and State, on this 2nd day of March, 1923, personally appeared _____

Nena L. Ham

Fay M. Ham, her husband

and _____ 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 March 4th, 1924. (Seal) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of March, A. D., 1923 at 8:30 o'clock A. M. Book 402, Page 595

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