

The New Dispatch Print &amp; Audit Co., Oklahoma, City

215508 C.L.J.

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T. A. Trusty & Gertrude Trusty, his wife,  
 a \_\_\_\_\_ of Tulsa County, Oklahoma, part Y of the first part, ha<sup>s</sup>  
 mortgaged and hereby mortgage to H. C. Lolley  
 of \_\_\_\_\_ part \_\_\_\_\_ of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of lot Twelve (12) in Block Six (6) in Hillcrest  
 Addition to the city of Tulsa, Oklahoma, according  
 to the official platt thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 4000 and issued  
 receipt No. 6539 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 2 day of Dec 1922

WAYNE L. DICKEY, 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 thousand

DOLLARS

with interest thereon at the rate of 8% per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_

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

to be paid in monthly payments of \$50.00 each plus interest  
 at 8% payable monthly.

The above subject to a mortgage of \$2000 which is of record.

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 Two Hundred 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 5th day of December, 1922.

T. A. Trusty SEAL

Gertrude Trusty SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 5th  
 day of Dec., 1922, personally appeared \_\_\_\_\_

T. A. Trusty  
 and Gertrude Trusty, 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 June 23, 1925 (Seal) R. L. Hood, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Dec. A. D., 1922  
 at 1:00 o'clock P. M. Book 402, Page 68.

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.