

249818 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John Woolery and Lois E. Woolery, his wife

a of Tulsa County, Oklahoma, part ^{ies} of the first part, ha. ve mortgaged and hereby mortgage to Glenn G. Hilford

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

Lots Thirty-three (33) and Thirty-four (34), Block Eight (8), in the Amended College View Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

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2800

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Jan 26
S.B.

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

One Thousand and No/100

DOLLARS

with interest thereon at the rate of eight per cent, per annum, payable annually from date

according to the terms of two certain promissory note. S described as follows, to-wit:

One note of even date herewith for the sum of \$575.00 with interest at the rate of eight per cent per annum, interest payable monthly; said note to be paid at the rate of \$25.00 per month, as follows: The first \$25.00 payable February 25th, 1924 and \$25.00 payable the 25th day of each month thereafter, and one note of even date herewith for the sum of \$425.00 with interest at the rate of eight per cent per annum, interest payable semi-annually; said \$425.00 note falling due two years after date hereof.

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 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 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 Ten Dollars and ten per cent 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 25th day of January, 1924

John Woolery

SEAL

Lois E. Woolery

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 25th day of January, 1924, personally appeared

John Woolery and Lois Woolery, his wife

and to me known to be the identical person 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 Feby. 6th, 1926. (Seal) W. A. Setser, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Jan. A. D. 1924

at 10:00 o'clock A. M. Book 403, Page 41

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