

Witness my hand and official seal the day and year above set forth.

My commission expires Oct 27, 1926

(SEAL)

Jess McInnis, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 6, 1922 at 4:10 o'clock P. M. in Book 437, page 290

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

213190

C. J.

COMPARED

REAL ESTATE MORTGAGE.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$220 and issued Receipt No. 2245 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of Nov 1922

WAYNE L. DICKEL, County Treasurer

THIS INDENTURE, Made this 4th day of November,

A. D. 1922, between JAMES CONSTANTINE and OLIVE

CONSTANTINE, his wife, of Tulsa County, in the

State of Oklahoma, parties of the first part, and

L. L. HUTCHISON, of Tulsa County, state of Okla-

homa, party of the second part:

W I T N E S S E T H:

That said Parties of the first part, in consideration of the sum of sixteen Thousand Four Hundred seventy and No/100 Dollars (\$16,470.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lot Six (6) in Block One Hundred Sixty-four (164) in the City of Tulsa,

Tulsa County, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of three (3) promissory notes of even date herewith, one for Three Thousand Three Hundred Sixty and No/100 Dollars (\$3,360.00), due on or before July 6th, 1923; one for Four Thousand Seven Hundred Ninety and No/100 Dollars (\$4,790.00) due on or before January 6th, 1924; and one for eight Thousand Three Hundred Twenty and No/100 Dollars (\$8,320.00), due on or before July 6th, 1924; made to L. L. Hutchison or order, payable at Tulsa, Oklahoma, with interest at the rate of ten per cent (10%) per annum after maturity, and signed by James Constantine and Olive Constantine.

Said parties hereby covenant that they are the owners in fee simple of said premises, and that they are free and clear of all encumbrances, except a mortgage dated November 4th, 1922, from parties of the first part to the first National Company, a corporation, organized and existing under the laws of the State of Missouri, with its chief office in the City of St. Louis, in said State, securing the payment of seven (7) principal notes for an aggregate amount of Forty-Seven Thousand and No/100 Dollars (\$47,000.00) to which mortgage this mortgage is second and subordinate; that they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever, said first parties agree to insure the buildings on said premises in the sum of Fifty Thousand and No/100 Dollars (\$50,000.00), for the benefit of the first and second mortgagees and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclosure same as herein provided, the mortgagors will pay to the said mortgagees Five Hundred and No/100 Dollars (\$500.00) as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure,