

225066 C. J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ethel Gertrude Hildebrandt and John J. Hildebrandt,
her husband, of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Thomas P. Melvin and J. H. Boyle,
 parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Seventeen (17) in Block Two (2), Sunset View Addition
 to the City of Tulsa, Oklahoma, according to the recorded plat
 of said Addition.

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 Eleven Hundred Twenty Five xx/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
 according to the terms of three certain promissory notes described as follows, to-wit:

One (1) note for the sum of \$375.00 due on or before six (6) months
 from date hereof; one (1) note for the sum of \$375.00 due on or before
 twelve (12) months from date hereof; one (1) note for the sum of \$375.00
 due on or before eighteen (18) months from date hereof; all of said notes
 being signed by Ethel Gertrude Hildebrandt and John J. Hildebrandt, pay-
 able to the order of Thomas P. Melvin and J. H. Boyle.

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 parties 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, they will pay a
 reasonable attorney's fee or as provided in aforesaid notes, 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 12th day of March, 1925.

Ethel Gertrude Hildebrandt SEAL

John J. Hildebrandt SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 14th
 day of March, 1925, personally appeared Ethel Gertrude Hildebrandt

and John J. Hildebrandt, her husband,

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 Nov. 1, 1925 (SEAL) Dora Gosney Notary Public.

I hereby certify that this instrument was filed for record in my office on 20th day of March A. D., 1925
 at 3:20 o'clock P. M. Book 439, Page 116

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