

#223810 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G.R. Hawkins and Pauline Hawkins, his wife,a of Tulsa, Tulsa ~~XXX~~ County, Oklahoma, part of the first part, havemortgaged and hereby mortgage to D.F. Shannon,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 Ten (10) in Block Two (2)
in Lindsey First Addition to the City
of Tulsa Oklahoma according to the
recorded plat thereof;

8/27 140
Tulsa County Treasurer

March 8, 1923

WAYNE L. DICKY, County Treasurer

Deputy

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

Thirty Five Hundred and no/100 (\$3500.00) DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable Semi-annually from March 5th, 1923,

according to the terms of 28 certain promissory note described as follows, to-wit:

Dated March 5th, 1923, numbered one to twenty eight inclusive, each in the sum of One Hundred Twenty Five (\$125.00) Dollars per month, the first note being due on the 5th day of April 1923, and a note falling due and payable on the 5th day of each succeeding month until the entire amount of principal and interest are paid in full, interest to be at 8 per cent per annum payable semi-annually.

This mortgage subject to a first mortgage to D.F. Shannon in amount of three Thousand Dollars.

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, they will pay a reasonable attorney's fee of \$25.00 and 10% of amount remaining unpaid ~~XXXXXXX~~ which this mortgage also secures.

Part 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 March, 1923

G. R. Hawkins SEAL

Pauline Hawkins, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 7th day of March, 1923, personally appeared G.R. Hawkins,

and Pauline Hawkins, his wife,

XXX

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 hand and official seal the day and year last above written.

My commission expires Dec. 1st, 1925. (SEAL) E.N. Riley, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of March, A. D., 1923.

at 9:30 o'clock A. M. Book 439, Page 20

By Brady Brown, Deputy. G. Weaver, County Clerk.

(SEAL)