

226392 C.M.J.

THIRD

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. J. Hartranft and Grace H. Hartranft, his wife,

a of Tulsa County, Oklahoma, part 108 of the first part, have mortgaged and hereby mortgage to Hugh S. Nossman,

of part 7 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Northerly One Hundred (100) feet of Lot One (1) in Block Five (5) in Wakefield Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, also known as 2028 East Second Street.

(This mortgage is made subject to two certain mortgages now on said real estate, the first in favor of Exchange Trust Company for \$2000.00, dated March 26th, 1923, and a second in favor of Edna Stevenson and Walter Davison in the amount of \$300.00, dated March 26th, 1923.)

I hereby certify that I received \$48 and have Receipt No. 2620 in payment of mortgage tax on the within mortgage.

Dated this 2 day of April, 1923

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

WAYNE L. DICKEY, County Treasurer

This mortgage is given to secure the principal sum of

TWELVE HUNDRED AND NO/100 (\$1200.00)

Deputy
DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable monthly annuity from date until paid.

according to the terms of 24 certain promissory notes described as follows, to-wit:

Twenty-four (24) notes bearing date of November 12th, 1921, for \$50.00 each, first note due on the 30th day of December, 1923, and one note due on the 30th day of each and every month thereafter until paid. All of said notes bear interest at the rate of 8% per annum, payable semi-annually from November 12th, 1921, until December 30th, 1923, after said date interest payable monthly until all are paid. The interest on said notes having been paid to November 12th, 1922.

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 part shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 7 of the first part hereby agrees, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of \$10.00 and 10% DOLLARS, which this mortgage also secures.

Part 108 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 26th day of March, 1923.

H. J. Hartranft SEAL

Grace H. Hartranft SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 26th day of March, 1923, personally appeared

H. J. Hartranft and Grace H. Hartranft, 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 Feb. 6th, 1926. (Seal) Joe W. McFee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of April, A. D., 1923

at 4:20 o'clock P. M. Book 439, Page 219

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