

COMPARED

#226648 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F.C. Hubbs,

a ----- of Tulsa, County, Oklahoma, part y of the first part, has

mortgaged and hereby mortgage to Helen L. Myers and W. C. Myers,

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

Lot Eleven (11) Block Four (4) of
Gillette-Hall Addition to the City
of Tulsa, Tulsa County, Oklahoma,
according to the recorded plat there-off.

This Mortgage given subject to a first and former Mortgage in favor of
the Home Building and Loan Association of Tulsa, Oklahoma; said Mortgage
now on said Real Estate for Three Thousand Dollars (\$3000)

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 Five Hundred -----

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable Semi- annually from ----- Date -----

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

One (1) note dated as of this date for Five Hundred
Dollars (\$500) due and payable on or before the thirty
first day of March Nineteen Hundred Twenty four, said
note to draw 8% interest payable semi annually.

8689
W. C. Myers, County Treasurer
1923

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part y hereby
covenant s and agree s 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 part y of the first part hereby agree s, that in the event action is brought to foreclose this mortgage, he ----- will pay a
reasonable attorney's fee of Twenty Five ----- DOLLARS,
which this mortgage also secures.

Party ----- of the first part, for said consideration, do es ----- hereby expressly waive appraisalment of said real estate and all benefit of
the homestead, exemption and stay laws in Oklahoma.

Dated this 31st day of March, 1923

F.C. Hubbs, SEAL

Mrs. Mabel Hubbs, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 31
day of March, 1923, personally appeared F.C. Hubbs, and Mrs. Mabel Hubbs,

xxx

to me known to be the identical person s 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 Jan. 10, 1927 (SEAL) R.M. Alderson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of April, A. D., 1923

at 4:10 o'clock P. M. Book 439, Page 235

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