

226709 C.H.S.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clyde F. Hawkins and his wife, Bertha L. Hawkins

a of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Robt. E. Adams and C. W. Brewer,

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 Eighteen (18) in Block Four (4) of Edgewood
Place Addition to the city of Tulsa, Oklahoma, according
to the recorded plat thereof,

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-one hundred and No/100
eight

DOLLARS,

with interest thereon at the rate of per cent, per annum, payable as stated annually from date

according to the terms of 31 certain promissory note, described as follows, to-wit:

One note for the sum of \$250.00 due on or before one year from date bearing 8% interest per annum payable semi-annually; one note for the sum of \$250.00 due on or before two years from date bearing 8% interest per annum payable semi-annually; also 29 notes, numbered 1 to 29, inclusive, Notes Nos. 1 to 28, inclusive, each for the sum of \$100.00 and Note No. 29 for the sum of \$64.85. Note No. 1 matures Dec. 1st, 1922, and each consecutive note matures on the 1st of each and every month thereafter until all of such notes are paid. Such series of 29 notes bearing interest at the rate of 8% per annum computed and payable monthly on unpaid sum each month, each monthly payment applying first on the interest due from month to month on entire deferred amount and the balance of such payments applying on principal.

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 of Ten Dollars and ten percent hereof, 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 1st day of November, 1922.

Clyde F. Hawkins

SEAL.

Bertha L. Hawkins

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 1st day of November, 1922, personally appeared

Clyde F. Hawkins and his wife, Bertha L. Hawkins,

and

to me known to be the identical persons 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 Aug. 21, 1924. (Seal)

C. J. Hart,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of April A. D. 1923

at 11:00 o'clock A. M. Book 439, Page 242

By Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.