

223963 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. M. &amp; Harriet E. Hall his wife

a of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to W. F. Clausing  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Eleven (11) Block One (1) Holmes Addition  
 to the city of Tulsa, Oklahoma according to the  
 official plat thereof.

This Mortgage is given subject to a certain Mortgage  
 of \$2900.00

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

Twenty-One Hundred & No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from Mar. 8th,  
 according to the terms of a certain promissory note described as follows, to-wit:

I hereby certify that the within instrument is a true and correct copy of the original as filed in my office.  
 Received No. 8179  
 Filed this 10 day of March 1923  
 a J

evidence of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant, sell 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 V 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 \_\_\_\_\_ DOLLARS, 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 9th day of March, 1923

J. M. Hall

SEAL

Harriet E. Hall

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 9th day of March, 1923, personally appeared

J. M. Hall

Harriet E. Hall

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 Nov. 14, 1926. (Seal) Lucille Skinner, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9th day of March, A. D., 1923

at 1:00 o'clock P. M. Book 439, Page 28

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