

224061 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. W. Hickok and Maggie H. Hickok, his wife

a \_\_\_\_\_ of Tulsa County, Oklahoma, part<sup>108</sup> of the first part, ha<sup>ve</sup>  
 mortgaged and hereby mortgage to G. A. Brown,  
 of \_\_\_\_\_ part<sup>7</sup> of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The Southwest Quarter of Section Twenty Nine (29)  
 Township Nineteen (19) North, Range Fourteen (14)  
 East containing 160 acres more or less.

Filed for record March 8, 1923  
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 L. H. Brown, Clerk  
 O.W.

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 \_\_\_\_\_

Eleven Thousand and No/100

DOLLARS,

eight

with interest thereon at the rate of \_\_\_\_\_ per cent, per annum, payable \_\_\_\_\_ annually from March 8, 1923

according to the terms of one \_\_\_\_\_ certain promissory note \_\_\_\_\_ described as follows, to-wit:

Broken Arrow, Oklahoma, March 8, 1923.

March 8, 1924 after date, I, we, or either of us promise to pay to G. W. Brown of Broken Arrow, Oklahoma, or order Eleven Thousand & No/100 Dollars for value received, in Broken Arrow, Oklahoma, with interest after date at eight per cent per annum until paid, and One Thousand & No/100 Dollars as attorney's fees, if placed in the hands of an attorney for collection, or suit filed thereon. The makers and endorsers hereby severally waive protest, demand and notice of protest and non-payment in case this note is not paid at maturity, and agree to all extensions and partial payments before and after maturity without prejudice to the holder.

J. W. Hickok  
 Maggie H. Hickok

Copy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part<sup>108</sup> 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 part<sup>108</sup> shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part<sup>108</sup> of the first part hereby agree \_\_\_\_\_, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a reasonable attorney's fee of \_\_\_\_\_ One Thousand and No/100 \_\_\_\_\_ DOLLARS, which this mortgage also secures.

Part<sup>108</sup> of the first part, for said consideration, do \_\_\_\_\_ hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 8th day of March, 1923

J. W. Hickok \_\_\_\_\_ SEAL

Maggie H. Hickok \_\_\_\_\_ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 8th day of March, 1923, personally appeared \_\_\_\_\_

J. W. Hickok

and Maggie H. Hickok, his wife

to me known to be the identical person<sup>s</sup> 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 2/25/1923 (Seal) A. M. Laws, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10th day of March A. D., 1923

at 8:30 o'clock A. M. Book 439, Page 37

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