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228618 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. P. Hancock and Vita Hancock, husband and wife  
a \_\_\_\_\_ of Tulsa County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to Hugh Gary  
of \_\_\_\_\_ par<sup>V</sup> of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot numbered three (3) in block numbered two (2) of Sanger-Douglas Addition to the city of Tulsa, Oklahoma; according to the recorded plat thereof as filed for record in Tulsa County, State of Oklahoma, or the property commonly known as 1340 east 17th Place of Tulsa, Oklahoma.

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 \_\_\_\_\_

One Thousand

DOLLARS,

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

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

One note dated on the 25th of April 1923 for the principal sum of One Thousand (\$1,000) Dollars drawing interest at the rate of eight per cent per annum from date. The note together with the interest will become due and payable on the 25th day of April, 1924, but may be taken up by the parties of the first part at any time before it becomes due.

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 party 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, \_\_\_\_\_ will pay a reasonable attorney's fee of One Hundred (\$100) 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 25th day of April, 1923.

R. P. Hancock

SEAL

Mrs. Vita Hancock

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 25th day of April, 1923, personally appeared \_\_\_\_\_

R. P. Hancock

and Mrs. Vita Hancock

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. 5, 1926. (Seal)

Mary T. Howe,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 25 day of April, A. D., 1923

at 3:25 o'clock P. M. Book 439, Page 388

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