

229134 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T. A. Hatton and Cora B. Hatton, his Wife,  
 a \_\_\_\_\_ of Tulsa, Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to W. J. Carl  
 of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Three (3) in Block One (1) of the Hillcrest  
 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 \_\_\_\_\_

Twenty-nine Hundred and Fifty (\$2950.00)

DOLLARS,

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

according to the terms of 83 certain promissory notes S described as follows, to-wit:

Three notes for \$50.00 each, dated May 1, 1923, payable June 1, 1923, July 1, 1923  
 and August 1, 1923, respectively; and eighty notes for \$35.00 each, dated May 1,  
 1923, the first of which is due June 1, 1923, and one on the 1st day of each month  
 thereafter.

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, they will pay a  
 reasonable attorney's fee of ten percent of unpaid balance 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 1st day of May, 19 23

T. A. Hatton

SEAL

Cora B. Hatton

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 May, 19 23, personally appeared \_\_\_\_\_

T. A. Hatton and Cora B. Hatton, his wife,

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 August 19th, 1926. (Seal) Harry L. Jenkins, Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of May, A. D., 19 23

at 3:40 o'clock P. M. Book 439, Page 419

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