

224165 C.F.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John R. Hoskins and Dora M. Hoskins, his wife

of Tulsa County, Oklahoma, part <sup>ies</sup> of the first part, have mortgaged and hereby mortgage to A. B. Harn

of part <sup>y</sup> of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Ten (10) Block One (1) Ridgewood Addition to the City of Tulsa, Tulsa Oklahoma according to the recorded plat thereof.

8195 100.  
12. March 3  
K.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

Twenty Five Hundred Dollars \$2500.00

DOLLARS,

with interest thereon at the rate of nine per cent, per annum, payable semi-annually

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

One note dated March 10th 1923 for the principal sum of Twenty Five Hundred Dollars (\$2500.00) with interest at the rate of nine per cent per annum payable semi-annually. Said note to be due and payable on or before September 1st, 1925.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</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.

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>ies</sup> shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part <sup>ies</sup> of the first part hereby agree, that in the event action is brought to foreclose this mortgage, <sup>ies</sup> will pay a reasonable attorney's fee of One Hundred Dollars and ten (10) per cent of said mortgage. DOLLARS, which this mortgage also secures.

Part <sup>ies</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 10th day of March, 1925.

John R. Hoskins

SEAL.

Dora M. Hoskins

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 10th day of March, 1925, personally appeared

John R. Hoskins and Dora M. Hoskins, his wife

and

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 Feb. 21st, 1926. (Seal) L. W. Muntz, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of March, A. D., 1925

at 11:00 o'clock A. M. Book 439, Page 43

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