

COMPARED

230068 O.M. J.

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harry William Hof and Anna Vern Hof

a of Tulsa County, Oklahoma, part 1st of the first part, ha^{ve}

mortgaged and hereby mortgage to Mary Mudd

of part 1st of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Eight (8) Block Two (2) Cherokee Heights Addition to the city of Tulsa according to the recorded plat thereof. This mortgage is subject to a first mortgage dated March 28th, 1923, for \$1,100.00 payable three years from date in favor of B. L. Conway.

Filed for record May 10, 1923, 662
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 of the Tulsa County

Notary Public
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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

Twelve Hundred dollars

DOLLARS,

with interest thereon at the rate of 8¹/₂ per cent, per annum, payable Monthly annually from April 27th, 1923.

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

One Installment note dated April 10th 1923, drawn in favor of Mary Mudd, for the sum of \$720.00 payable in monthly installments, beginning May 27th, 1923, interest at 8¹/₂ interest on deferred installments are payable monthly. If any installments become delinquent for 60 days the entire unpaid balance shall become due and payable immediately at the option of the holder.

One note for the sum of \$480.00 payable on or before May 27th, 1926 dated April 10th 1923 in favor of Mary Mudd, 8¹/₂ interest, payable Monthly from April 27th 1923, untill paid. If any of the interest installments become delinquent for 60 days the entire note shall at once become due and payable at the option of the holder, both notes being signed by Harry William Hof and Anna Vern Hof.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} 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 or interest 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^{ies} shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part^{ies} 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 Fifty (\$50.00) DOLLARS, which this mortgage also secures.

Part^{ies} 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 10th day of April, 1923

Harry William Hof SEAL

Anna Vern Hof 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 April, 1923, personally appeared

Harry William Hof

and Anna Vern Hof

to me known to be the identical person^s 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 July 18th, 1923. (Seal) G. J. Patterson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of May A. D., 1923 at 10:00 o'clock A.M. Book 439, Page 498

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