

COMPARED

230253 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B. A. Hamilton and Dola G. Hamilton, his wife

of Tulsa County, Oklahoma, part¹⁰⁸ of the first part, ha^{ve}
 mortgaged and hereby mortgage to J. F. Matchett
 of part^Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Block Fourteen (14), Hillcrest Addition
 to the city of Tulsa as per the official plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$842 and issued
 Receipt No. 9445 therefor in payment of mortgage
 on the within mortgage.
 Dated 12 day of May 1923.
 VERNER E. FOLEY, County Treasurer
O. G.

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 Four Hundred Five and 75/100 (\$1,405.75)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable annually from Date

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

One Note in the sum of Two Hundred Fifty Dollars due on or before one year from date.
 Note number two, in the sum of Two Hundred Fifty Dollars due on or before two years
 from date.
 Note number three, in the sum of Nine Hundred Five Dollars and Seventy-Five cents, due
 on or before three years from date.

This mortgage is subject to and inferior to a first mortgage in favor of the Home
 Building & Loan Association in the original amount of \$3,750.00.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part¹⁰⁸ 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^Y shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part¹⁰⁸ 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 Forty and No/100 (\$140.00) DOLLARS,
 which this mortgage also secures.

Part¹⁰⁸ 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 May, 19 23

B. A. Hamilton SEAL

Dola G. Hamilton 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 May, 19 23, personally appeared

B. A. Hamilton

and Dola G. Hamilton, his wife

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 Jan. 5, 1926. (Seal) R. W. Jee Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of May, A. D., 19 23
3:30 o'clock P. M. Book 439, Page 521

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