

MORTGAGE RECORD NO. 439

COMPARED

224453 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Willis Hicks

a of Tulsa County, Oklahoma, part of the first part, ha S

mortgaged and hereby mortgage to Leonard Lott

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

All of Lot Two (2) in Block Five (5) Booker T. Washington
Addition to the city of Tulsa, County of Tulsa, State of
Oklahoma, as per 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

Three Hundred (\$300.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable annually from July 21st, 1920

according to the terms of 37 certain promissory note, described as follows, to-wit: bearing even date
herewith and given as evidence of the within indebtedness. Last note due Aug. 21, 1923.

#1. STATE OF OKLAHOMA, County of Tulsa.) ss.

Before me, a Notary Public, in and for said County and State, on this 27th day of July 1920 personally appeared Willis Hicks to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he executed the same as his 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 June 21, 1924. (Seal) Russell T. James, Notary Public.

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

Said part of the first part hereby agree, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of Twenty-five (\$25.00) DOLLARS, which this mortgage also secures.

Part 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 day of July, 1920.

#1.

Willis Hicks

SEAL

SEAL

ASSIGNMENT OF MORTGAGE.

STATE OF OKLAHOMA, County of Tulsa, ss: For and in consideration of \$300.00 to me in hand paid, I, the within mortgagee, have given, granted, bargained and set over and assigned unto J. H. Goodwin, the above and within mortgage, Given under my hand and seal this 9th day of March 1923.

Leonard Lott

day of March 1923 personally appeared:

STATE OF OKLAHOMA, COUNTY OF TULSA, SS.

Before me a Notary Public personally appeared Leonard Lott to me personally known who stated to me that he had signed the above and foregoing assignment for the uses and purposes therein mentioned and set forth. And I do so certify this 9th day of March 1923.

My Com. Exp. 12/13, 1924. (Seal) H. Augustus Guess, Notary Public.

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that

the same as his 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 Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of March A. D. 1923

at 3:30 o'clock P. M. Book 439, Page 64

Brady Brown, (Seal)

O. G. Weaver,

By Deputy, County Clerk.