

224550 C.M.J.

REAL ESTATE MORTGAGE

Gertrude Huff, a single woman

KNOW ALL MEN BY THESE PRESENTS, That

a of Tulsa County, Oklahoma, part V of the first part, has
 mortgaged and hereby mortgage to S O. F. Lawless
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots forty-three (43) and forty-four (44), Block three
 Orchard Addition to the city of Tulsa, Tulsa County,
 Oklahoma according to the recorded plat thereof.

- #1.
 installment at any installment payment date.
 The money received on this note above described shall first be applied on interest on
 deferred payments and the balance shall be applied as principal.

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

Sixteen hundred fifty two and 89/100 DOLLARS,

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

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

\$1652.89 "COPY" Tulsa, Oklahoma, March 14th, 1923.
 For value received, I, we, or either of us promise to pay to the order of O. F. Lawless the
 sum of Sixteen hundred fifty two and 89/100 Dollars (\$1652.89) in installments of Twenty-
 three & 90/100 Dollars (\$23.90) per month; said installments to be paid on or before the
 15th day of each and every month hereafter beginning the 15th day of April 1923. Deferred
 payments to bear interest at the rate of 8 per cent per annum from date until paid; interest
 payable monthly on deferred balance. If any of said installments become delinquent for 60
 days the entire unpaid balance shall at once become due and payable at option of the holder.
 Negotiable and payable at the Exchange National Bank, Tulsa, Okla. This note is secured by
 second mortgage on Lot 43 & 44 Block 3 in Orchard Addition to the city of Tulsa, Tulsa
 County, Oklahoma according to the recorded plat thereof. The makers and endorsers hereby
 severally waive presentment for payment, notice of non-payment, protest and notice of protest
 and agree that extensions of time for payment may be granted by the holders hereof without
 notice. In case of legal proceedings to collect this note or in case this note is handed to
 an attorney for collection I we or either of us agree to pay ten per cent of the total amount
 herein, additional as attorney's fees. Maker shall have the right to pay any multiple of the
 principal. 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. 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 V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part V 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 sixty-five and 29/100 DOLLARS,
 which this mortgage also secures.

Part V of the first part, for said consideration, do es hereby expressly waive appraisal of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 14th day of March, 1923.

Gertrude Huff

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 14th
 day of March, 1923, personally appeared
 Gertrude Huff

and
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed
 the same as her 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 Mar. 24, 1925. (Seal) Fathryn Sontag, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of March A. D. 1923

at 1:30 o'clock P. M. Book 439, Page 83

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