

#233118 NS

Original Bro. Binder

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Joe E. Hampton and Marie Hampton, his wife,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to R.W. Lee
 of part V. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Seven (7) in Block Fifteen (15)
 of Irving Place Addition to the City of Tulsa,
 Oklahoma, according to the recorded plat
 thereof.

10035 308
 12 June 1923
 County Treasurer
 A. J.

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 Fifteen Hundred & No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable as stated from date
 according to the terms of 18 certain promissory note 8 described as follows, to-wit:

One certain series of 18 notes dated May 17, 1923, and
 numbered from one to Eighteen inclusive. Notes One to
 Seventeen inclusive each in the principal sum of \$60.00
 and note number Eighteen in the principal sum of \$480.00
 The First of such series of notes becomes due and payable on or
 before June 17, 1923 and one on the 17th day of each and every
 month thereafter until all of said notes have been paid. All
 the above notes bear interest at the rate of 8% per annum, each
 note having added to its face the interest on the entire deferred
 sum due from month to month.

This mortgage is subject and inferior to a first mortgage in the
 sum of \$3000.00 in favor of the Exchange Trust Company of Tulsa,
 Oklahoma dated May 1, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 upon 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said parties 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 One Hundred Sixty & No/100 DOLLARS
 which this mortgage also secures.

Parties 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 17th day of May, 1923.

Joe E. Hampton SEAL

Marie Hampton SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State on this 17th
 day of May, 1923, personally appeared Joe E. Hampton and Marie Hampton, his wife,

and
 to me known to be the identical person 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. 26, 1927 (SEAL) Helen Carnahan Notary Public

I hereby certify that this instrument was filed for record in my office on 12 day of June A. D. 1923
 at 4:00 o'clock P. M. Book 439, Page 109

By Brady Brown Deputy. O.G. Weaver County Clerk

(SEAL)