

COMPARED

Overbay Bros. Binders

#233152 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L.T. Tuttle and Vivian Tuttle, his wife,
 a Tula, Oklahoma, Tulsa County, Oklahoma, part Y of the first part, ha S
 mortgaged and hereby mortgage to D.B. Hamilton, of Tulsa, Oklahoma,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in the Portland Place Addition to Tulsa,
 Tulsa County, Oklahoma, according to the official recorded
 plat thereof. (Being a sub-division of the West One Half
 (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter
 (SE $\frac{1}{4}$), Section Thirty Two (32), Township Twenty (20) North,
 Range Thirteen (13) East of the Indian Base & Meridian.)

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 Exactly Six Hundred Twenty Five Dollars No Cents.
----- DOLLARS,
 with interest thereon at the rate of Eight cent, per annum, payable monthly ~~weekly~~ from June 5th, 1923.
 according to the terms of Twenty Five certain promissory note S described as follows, to-wit:

Note No. 1, dated June 5th, 1923, due June 16th, 1923, in
 the amount of Twenty Five Dollars Notes No. Two to Twenty-five
 inclusive, all dated June 5th, 1923, in the amount of Twenty-
 Five Dollars each, falling due in numerical order, one each
 month, on the Sixteenth Day of the Month, after June Sixteenth
 (16) Nineteen Hundred Twenty Three, until all notes are paid in
 full. (All notes signed by L.T. Tuttle and Vivian Tuttle, his
 wife)

RECORDED IN THE
 PUBLIC RECORDS OF THE
 COUNTY OF TULSA, OKLAHOMA
 BOOK 10054 PAGE 24 and loaned
 to the mortgagor in payment of mortgage
 dated June 14, 1923
 J. J. Jackson, County Treasurer
 A. J.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby
 covenant S and agree S 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.

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 part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of Seventy Five Dollars, DOLLARS
 which this mortgage also secures.

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

Dated this Fifty (5th) of June, 1923.

L.T. Tuttle SEAL

Vivian Tuttle, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 13
 day of June, 1923, personally appeared L.T. Tuttle and Vivian Tuttle, his
wife,

and -----
 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. 15, 1927. (SEAL) J. J. Jackson Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of June, A. D., 1923.

at 11:15 o'clock A. M. Book 439, Page 114

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