

COMPARED

MORTGAGE RECORD NO. 456

Overbay Bros. Binders

283595 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Theodore H. Hammett and Clara S. Hammett, his wife
 of Tulsa County, Oklahoma, part ies the first part, ha ye
 mortgaged and hereby mortgage to Walter S. Koons & Edna M. Koons
 of part ies of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of the East one-half (E $\frac{1}{2}$) of Lot Five (5) Block
 Two (2) of Highlands First Addition to the city of
 Tulsa as shown by the recorded plat thereof, together
 with the improvements thereon.

WARRANT OF TITLE

By virtue of the above and said deed and loan
 made by said parties in payment of said
 mortgage, the undersigned hereby warrant
 the title to the above described premises
 to be free from all liens and encumbrances
 except as herein stated.

WAYNE L. DICKEY, County Treasurer

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
Two Thousand and Eighty-three Dollars and ten cents DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from June 16th, 1923
 according to the terms of One certain promissory note described as follows, to-wit:

One note for Two Thousand and Eighty-three Dollars and ten cents
 payable \$35.00 per month including the interest.

TREASURER'S RECEIPT
 I hereby certify that I received \$ 2,835.95 and issue
 Receipt No. 10157 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 20 day of June, 1923
 WAYNE L. DICKEY, County Treasurer
A. J. Deputy

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

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ies will pay a
 reasonable attorney's fee of Two Hundred and Eighty-three DOLLARS
 which this mortgage also secures.

Part ies 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 16th day of June, 19 23

Theodore H. Hammett

SEAL

Clara S. Hammett

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 19, 23, a Notary Public in and for said County and State on this 16th
 day of June, 19 23, personally appeared

Theodore H. HammettClara S. Hammett

and ies to me known to be the identical person ies 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 Oct. 24, 1924. (Seal) R. D. Hudson, Notary Public

I hereby certify that this instrument was filed for record in my office on 19 day of June, A. D., 19 23
 at 9:00 o'clock A. M. Book 430, Page 142

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