COMPARED

Overbay Bros., Binders

231825 O.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Pauline Dean Orcutt & Homer A. Orcutt, her husband

a _____ of ____ Tulsa _____ County, Oklahoma, part ies of the first part, ha ve

mortgaged and hereby mortgage to R. L. Hughes

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

Lot Sixteen (16) in Block Thirteen (13) in Orcutt

Addition to the city of Tulsa, Okla.

TREASURER'S ENDORSEMENT

I hereby certify that I received $ 18.9 and issued Receipt No. 9720 therein in payment of mortgage tax on the within mortgage.

Dated this 29 day of May 1923

WAYNE L. DICKEY, County Treasurer

Deputy

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 _____

Nine Hundred ($900.00) No/100 _____ DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date

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

One note dated May 28, 1923 for $315.00 due six months after date and one note dated May 28, 1923 for $585.00 due one year after date.

This mortgage is give subject to a first mortgage of $7500.00 to Tulsa Bldg. and Loan Assn.

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 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 the second part y shall be entitled to the immediate possession 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, will pay a reasonable attorney's fee of One Hundred ($100.00) No/100 DOLLARS which this mortgage also secures.

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

Dated this 28 day of May , 19 23

Pauline Dean Orcutt _____ SEAL

Homer A. Orcutt _____ SEAL

STATE OF OKLAHOMA, County of Tulsa , ss:

Before me, _____, a Notary Public in and for said County and State on this 28

day of May , 19 23, personally appeared _____

Pauline Dean Orcutt

and Homer A. Orcutt, her husband

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 June 18th, 1925. (Seal) _____ Russ L. Grant, _____ Notary Public

I hereby certify that this instrument was filed for record in my office on 29 day of May A. D., 19 23

at 10:20 o'clock A. M. Book 439, Page 2 (Seal)

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