

Overbay Bros., Binders

#232005 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Blanche B. Guthrie and G.G. Guthrie, wife and husband, of Tulsa, County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to George E. Hughes, of Tulsa, County, Oklahoma, part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

That part of Lot One (1) in Block One Hundred Forty-two (142) Original Townsite, according to the recorded plat thereof, described as follows, to-wit;

Beginning at the Northeast corner of said lot, thence running south sixty-six and ninety-six One Hundredths (66.96), feet; thence west one hundred thirty-four and thirty-eight one-hundredths (134.38) feet; thence in a northwesterly direction eight and thirty-five one-hundredths (8.35), feet to alley; thence in a northeasterly direction along the south side of the alley one hundred forty-nine and nine tenths (149.9) feet to the point of beginning.

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 Eight Hundred Forty-four and 12/100 DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date according to the terms of one certain promissory note described as follows, to-wit:

Payable at the rate of Twenty-five Dollars (\$25.00) per month.

I hereby certify that I received 280 and have
Receipt No. 9820 thereon in payment of mortgage
tax on the value of 6 1923
Dated this 1 day of May, 1923
WAYNE L. DUKLEY, County Treasurer
O. S. B.

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 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 party shall be entitled to the immediate possession 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, will pay a reasonable attorney's fee of Two Hundred Eighty-five and no/100 DOLLARS which this mortgage also secures.

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

Dated this 29th day of May, 19 23.

Blanche B. Guthrie SEAL

G.G. Guthrie SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State on this 29th day of May, 19 23, personally appeared Blanche B. Guthrie and G.G. Guthrie, wife and husband,

and to me known to be the identical persons 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 Nov. 29, 1924. (SEAL) Leslie E. Brooks, Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of May, A. D., 19 23 at 3:10 o'clock P. M. Book 439, Page 20
By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk