

Overbay Bros. Binders

254539 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Chrysteen Hammett and Albert Hammett, her husband of Tulsa County, Oklahoma, part 1st of the first part, ha VS mortgaged and hereby mortgage to H. R. Moffett 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:

The South Forty Five (45) feet of Lots Eleven (11) and Twelve (12) Block Twenty Five (25) College Addition to the city of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof.

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 Twenty Hundred and Fifty and 00/100 (\$2050.00) DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date according to the terms of 36 certain promissory note S described as follows, to-wit:

Thirty Five notes in the amount of \$25.00 each, due and payable each and every month from the 28th day of June, 1923, with interest thereon at the rate of 8 per centum per annum, payable monthly on the entire unpaid balance.

One note in the amount of \$1175.00 due and payable in thirty six months from date with interest payable as mentioned above.

TREASURY DEPARTMENT
I hereby certify that this instrument is a valid and lawful mortgage
Recorded No. 10826 and issued
tax on the value of 24 June 1923
Dated this 24 day of June 1923
WAYNE L. BROWN, County Treasurer
Deputy

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

Said part 1st 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 \$200.00 DOLLARS which this mortgage also secures.

Part 1st 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 28th day of June, 1923

Chrysteen Hammett

SEAL

Albert Hammett

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, —, a Notary Public in and for said County and State on this 28th day of June, 1923 personally appeared

Chrysteen Hammett

and Albert Hammett, 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 March 18, 1927. (Seal)

W. Warren Ferrell

Notary Public

I hereby certify that this instrument was filed for record in my office on 29 day of June, A. D., 1923

at 11:00 o'clock A. M. Book 439, Page 210

By Brady Brown, Deputy.

(Seal) O. G. Weaver,

County Clerk