

235125 DLE.
Overby Bros. Builders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That George Hardy of Tulsa
~~xx of Tulsa~~ County, Oklahoma, part Y of the first part, has
 mortgaged and hereby mortgage to J. E. Hardy of Tulsa 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:

Lots Eleven (11) and Twelve (12) in Block One (1) of
 the Lincoln Park Addition to Tulsa, Oklahoma; Lot Six-
 teen (16) in Block Four (4) of the Booker Washington
 Addition to Tulsa, Oklahoma and the South-half (S $\frac{1}{2}$) of
 Lot Twenty-two (22) in the Gentry Sub-Division Addition
 to Tulsa, Tulsa County, Oklahoma, according to the re-
 corded 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 Five Thousand (\$5,000.00)
 DOLLARS,
 with interest thereon at the rate of 6 per cent, per annum, payable annually from maturity
 according to the terms of five (5) certain promissory note s described as follows, to-wit: bearing even date here-
 with and given as evidence of the within indebtedness.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$5,000.00
 Receipt No. 10487
 Date 7-3-23
 J. H. Shuck
 P. B.

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 part s 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, s will pay a
 reasonable attorney's fee of Fifty (\$50.00)
 which this mortgage also secures. DOLLARS

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

Dated this 3rd day of July, 1923.

George Hardy SEAL
 SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, George Hardy a Notary Public in and for said County and State on this 3rd
 day of July, 1923, personally appeared George Hardy

and his to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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. 8, 1924 (SEAL) P. A. Chappelle Notary Public

I hereby certify that this instrument was filed for record in my office on 6th day of July A. D., 1923
 at 1.25 o'clock P. M. Book 456 Page 253
 By Brady Brown Deputy. (SEAL) O. G. Weaver County Clerk