

235206 DIE

Overbury, Bros. Binders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Anton Hunka and Mattie Hunka his wife  
 a Tulsa County, Oklahoma, part 105 of the first part, ha VE  
 mortgaged and hereby mortgage to Matta Phillips  
 of part y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The West Forty six (46) feet of Lots One (1)  
and two (2) Block two (2) in L loyd Addition  
to the City of Tulsa According to the recorded plat  
thereof. This mortgage made subject to one first  
mortgage in the sum of two thousand dollars (\$2000.00)  
as shown of record

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 Fourteen Hundred and Forty (\$1440.00) and no/100  
 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 3 described as follows, to-wit:

One note for forty (\$40.00) dollars payable  
 August 6-1923 and one note for a like amount payable  
 on the 6th of each and every month thereafter until  
 the total sum of Fourteen Hundred and forty dollars  
 (\$1440.00) has been paid in full Interest payable  
 monthly on unpaid balance. All notes signed by Anton  
 Hunka and Mattie Hunka

TREASURER'S RECEIPT  
 I hereby certify that I received \$84<sup>00</sup> and have  
 deposited it in the fund for the payment of mortgage  
 on the within mortgage.  
 Dated this 7 day of July, 1923  
W. W. Stuckey  
J. Q. Dicks  
 Treasurer

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 105 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 party shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part 105 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 and no/100 (\$200.00) DOLLARS  
 which this mortgage also secures.

Part 105 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 6th day of July, 1923

Anton Hunka SEAL

Mattie Hunka SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_ a Notary Public in and for said County and State on this 6th  
 day of July, 1923, personally appeared Anton Hunka and Mattie Hunka his wife

and \_\_\_\_\_  
 to me known to be the identical person 3 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 Jan 16, 1927 (SEAL) J. Q. Dicks Notary Public

I hereby certify that this instrument was filed for record in my office on 7th day of July, A. D., 1923  
 at 9.40 o'clock A. M. Book 338, Page 257

By Brady Brown Deputy. (SEAL) O. G. WEAVER County Clerk