

COMPARED

## MORTGAGE RECORD NO. 456

235207 DIE.

Overbay Bros., Binders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Anton Hunka and Mattie Hunka his wife of Tulsa a County, Oklahoma, part 123 of the first part, ha Vo mortgaged and hereby mortgage to Netta Phillips of part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The West Forty six feet (46) of lots  
One (1) and two (2) block two (2) Lloyd  
Addition to the City of Tulsa according  
to the recorded plat thereof.

Subject to one First Mortgage in the sum of Two  
Thousand dollars (\$2000.00) and one second Mortgage in the  
sum of Fourteen Hundred and forty dollars (\$1440.00)

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 Eleven Hundred and eighty five and no/100 DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable monthly from date according to the terms of 30 certain promissory notes 8 described as follows, to-wit:

One note for forty dollars (\$40.00) due Aug. 6th 1926 and  
one note due for forty dollars (\$40.00) due and payable on  
the 6th of each and every month thereafter until twenty-nine  
notes are paid in full, and one note for twenty five dollars  
(\$25.00) due on Jan 6-1929

10497 488  
W. W. Stuebel 3  
O. G. 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 and no/100 (\$200.00) DOLLARS which this mortgage also secures.

Parties 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, 19 23

Anton Hunka SEAL  
Mattie Hunka SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 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 they to me known to be the identical person 8 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. O. DIKIS Notary Public

I hereby certify that this instrument was filed for record in my office on 7th day of July, A. D., 1923

at 9:45 o'clock A. M. Book 386, Page 258  
By Brady Brown Deputy, (SEAL) O. G. Weaver County Clerk