

235213 DLE.

Overlaid Lines, Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. E. Barney and Maybelle Barney his wife of Tulsa County, Oklahoma, part 108 of the first part, ha. VS mortgaged and hereby mortgage to Lula Hughes of part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North forty five (45) feet of the south ninety (feet) of lots eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15) and sixteen (16) block nine (9) Burnett Addition to Tulsa, Oklahoma, according to the revised of said block nine (9)

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 3 Three thousand DOLLARS, with interest thereon at the rate of eight cent, per annum, payable annually from date according to the terms of one certain promissory note described as follows, to-wit:

note of three thousand dollars due three years after date with interest at rate of eight percent per annum

10509 and issued
10509 in payment of mortgage
W. W. Stuckey
1923
J. G. B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 108 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.

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 Y shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 108 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 one hundred fifty DOLLARS which this mortgage also secures.

Part 108 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 16th day of June, 19 23

H. E. Barney SEAL
Maybelle Barney SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this June day of June, 19 23 personally appeared H. E. Barney and Maybelle Barney his wife

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 July 16-1924 (SEAL) Mary M. Miller Notary Public

I hereby certify that this instrument was filed for record in my office on 7th day of July, A. D., 1923 at 10:45 o'clock A. M. Book 456 Page 261
By Brady Brown Deputy. (SEAL) O. G. Weaver County Clerk