

COMPARED

MORTGAGE RECORD NO. 456

Overby Bros., Binders

235248 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frances G. Hammons and Rosie Lee Hammons, his wife
 of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Jessie C. Wilson party of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty four (24) in Block Four (4) in Berry-
 Hart Addition to the city of Tulsa, according to the
 recorded plat thereof.

TRANSMITTAL OF MORTGAGE
 I hereby certify that the above mortgage was duly recorded in the
 County of 10.225 in payment of mortgage
 tax on the within mortgage.

Dated this 9 day of July, 1923
W. W. Stuckey County Treasurer
 Deputy

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 Seven Hundred and Sixty and 46/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable annually from May 26, 1923
 according to the terms of 31 certain promissory note S described as follows, to-wit:

Dated Tulsa Okla. May 26, 1923
 As follows. 30 notes for \$25.00 each and 1 note due and payable
 June 26, 1923 and one note due and payable on the 26th of each
 succeeding month thereafter until the whole number is fully
 paid according to their tenor thereof.

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.

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 shall be entitled to the immediate pos-
 session 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, they will pay a
 reasonable attorney's fee of fifty 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 16 day of June, 1923

Frances G. Hammons

SEAL

Rosie Lee Hammons

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public, a Notary Public in and for said County and State, on this 16
 day of June, 1923, personally appeared

Frances G. Hammons and Rose Lee Hammons, husband and wife

and to me known to be the identical persons 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 May 3, 1924. (Seal) J. R. Clark Notary Public

I hereby certify that this instrument was filed for record in my office on 9 day of July, A. D., 1923

at 9:30 o'clock A. M. Book 439, Page 266
 By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk