

Overlay Book, Binders

#236178 NS COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D. K. Hutchcraft and Gertrude P. Hutchcraft,
Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to D. Ed Chasa
 of _____ part of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Four (4) Block Two (2) New
 Irving Place Addition to the City of Tulsa,
 Okla., according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$6.50 and therefor
 Receipt No. 10736 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 21 day of 7, 1923
W. W. Sluskey, County Treasurer

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 Twenty Six Hundred and no/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly/ pro-rated, date
 according to the terms of 74 certain promissory note 8 ----- described as follows, to-wit:

Seventy three notes in the amount of \$35.00 each
 and one note in the amount of \$45.00. All notes dated
 the 15th day of June 1923, the first of which is due
 one month from date, and one note due and payable each
 and every month thereafter until all have been paid in
 full, together with interest at the rate of 8% per
 annum payable monthly on a pro-rated basis of \$8.67
 per month.

This mortgage given subject to a first mortgage of
 \$2750.00 as shown of record.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ----- will pay a
10% of this mortgage and \$10.00 -----
 reasonable attorney's fee of ----- DOLLARS
 which this mortgage also secures.

Part ies 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 15th day of June, 1923

D. K. Hutchcraft

SEAL

Gertrude P. Hutchcraft.

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 15th
 day of June, 1923, personally appeared D. K. Hutchcraft and Gertrude P.
Hutchcraft.

~~XXXX~~
 to me known to be the identical person 83 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) May Speight, Notary Public

I hereby certify that this instrument was filed for record in my office on 20 day of June, A. D., 1923
 at 10:45 o'clock A. M. Book 489, Page 328
 By Brady Brown Deputy. O. G. Weaver. County Clerk
 (SEAL)