

Overhay Bros. Bindery

#236206 NS COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H.O. Porter and Mae Porter, husband and wife,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to The Hanna Lumber Company a Corporation,  
 of part y. of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Six (6) in Block Two (2) of the Suburban  
 Addition to the City of Tulsa, County of Tulsa,  
 Oklahoma, according to the recorded plat thereof.

—TREASURER'S ENDORSEMENT—

I hereby certify that I received \$400.00 and have  
 Receipt No. 2229 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 20 day of 7 1923W. W. Shickly, County TreasurerP. B. B.

Deputy

of Section ... twp... Range... and containing one half acres, more or less.  
 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 Four Hundred and Twenty-five and no/100 ---  
 --- DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable Monthly ~~xxx~~ from August 15th,  
 according to the terms of One certain promissory note described as follows, to-wit:

Bearing even date herewith and given as evidence of the within indebtedness.

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 party 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, --- will pay a  
 reasonable attorney's fee of Fifty and no/100 --- DOLLARS  
 which this mortgage also secures.

Part 1st 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 July, 1923.H.O. Porter, SEALMae Porter, SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 16th  
 day of July, 1923 personally appeared H.O. Porter and Mae Porter, husband  
and wife,

~~xxx~~  
 to me known to be the identical person 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 June 6, 1927 (SEAL) R. L. Kifer, Notary Public

I hereby certify that this instrument was filed for record in my office on 20 day of July A. D. 1923  
 at 3:15 o'clock P.M. Book 439, Page 329

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