

COMPARED

MORTGAGE RECORD NO. 456

Overbay Bros., Binders

232142 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Albert Hailey and Bessie M. Hailey, his wife, of
Tulsa of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Mae Brant of Tulsa County, Oklahoma, part ies of the first part, have
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

A certain tract of land, beginning at a point 660 feet South of
 the Northwest corner of the SE/4 of SE/4 of Section 5 Township
 19 North, Range 12 East, I.M. thence South Forty-four (44') feet;
 thence East Three Hundred and Twenty-five (325') feet; thence
 North Forty-four (44') feet; thence West Three Hundred and Twenty-
 five (325') feet to the point of beginning. It being understood
 and accepted that the West Twenty (20') feet of the above tract
 is dedicated as a public street.

This mortgage is subject to first mortgage in favor of the
 Home Building and Loan Association, of Tulsa, Oklahoma, now a
 lien upon the above described premises in the sum of \$1200.00

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 Seventeen Hundred and No/100 (\$1700.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
 according to the terms of 95 certain promissory note S described as follows, to-wit:

94 notes each in the sum of \$18.00 of even date hereof, first
 note due and payable on the 15th day of June 1923, and one
 note due and payable upon the 15th day of each and every month
 thereafter until all of said notes are paid, and one note of
 even date hereof in the sum of \$8.00 due and payable on the
 15 day of April 1931, all of said notes bearing interest at
 the rate of 8 per cent per annum from date, payable semi-annually
 until paid, and all notes executed by first parties in favor
 of second party, and payable at the Security National Bank,
 Tulsa, Oklahoma.

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. Insured for \$1700.00
 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, One Hundred and seventy-five and No/100 DOLLARS
 reasonable attorney's fee of One Hundred and seventy-five and No/100 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 19th day of May A.D. 1923

Albert Hailey

SEAL

Bessie M. Hailey

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May A.D. 1923, a Notary Public in and for said County and State on this 28th
 day of May A.D. 1923, personally appeared

Albert Hailey

and Bessie M. Hailey, his wife

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 21, 1927. (Seal) Fred D. Oiler, Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of June A. D., 1923

at 2:25 o'clock P. M. Book 439, Page 34

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