

COMPARED

236372 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. H. Hyde and Leola Hyde his wife
 a Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to L. F. McGuire
 of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Twenty nine (29) and Thirty (30) in Block Two
 (2) in Brookdale Addition to the city of Tulsa,
 Oklahoma according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$11.00 and issued
 Receipt No. 10772 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 24 day of 7 1923
W. W. Stucky 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 Eleven Hundred fifty & No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date
 according to the terms of 46 certain promissory note 8 described as follows, to-wit:

46 certain promissory notes in the amount of \$25.00 each, dated
 July 20th 1923 the first note being due and payable on the 20th
 day of August and one note being due and payable on the 20th
 day of each and every month thereafter until all have been paid
 in full together with interest at the rate of 8% per annum payable
 monthly.

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 part 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
 reasonable attorney's fee of Ten Dollars & 10% 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 20th day of July, 1923

Robert H. Hyde

SEAL

Leola Hyde

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 20th
 day of July, 1923, personally appeared

R. H. HydeLeola Hyde his wife

and --- to me known to be the identical person ^s 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 Feb. 4th, 1925. (Seal)

Lewis G. Malone.

Notary Public

I hereby certify that this instrument was filed for record in my office on 23 day of July A. D., 1923
 at 1:30 o'clock P. M. Book 439, Page 343

By Brady Brown.

Deputy,

(Seal) O. G. Weaver,

County Clerk