

COMPARED

Overlaid, Brady, Binders

236422 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James S. Evans and Myrtle A. Evans, his wife,
 of Tulsa County, Oklahoma, part 1st of the first part, ha^{ve}
 mortgaged and hereby mortgage to Hood Rubber Products Company of Watertown, Mass.
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in Block Two (2) in Eastlawn Addition to the
 city of Tulsa, Tulsa County, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$140 and issued
 Receipt No. 10768 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 13 day of July, 1923

W. W. Stucky County Treasurer
A. J. 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 Two Thousand (\$2,000.00) DOLLARS,
 with interest thereon at the rate of 5 per cent, per annum, payable annually from
 according to the terms of certain promissory note described as follows, to-wit:
 payable on or before the 23rd day of July, 1924.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 1st 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 Two Hundred (\$200.00) 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 23rd day of July, 1923

James S. Evans

SEAL

Myrtle A. Evans

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me July 23, 1923, a Notary Public in and for said County and State on this 23rd
 day of July, 1923, personally appeared

James S. Evans and Myrtle A. Evans, his wife.

and they
 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 Oct. 9, 1926. (Seal)

Elizabeth Hall,

Notary Public

I hereby certify that this instrument was filed for record in my office on 23 day of July, A. D., 1923

at 4:30 o'clock P. M. Book 439, Page 347

By Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk