

COMPARED

Overbay Bros. Binders

236500 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. B. Hoss and Hazel McCarty Hoss, his wife.  
 of Tulsa County, Oklahoma, part 1st of the first part, ha- Ve  
 mortgaged and hereby mortgage to P. D. Dixon  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Ten (10) in Block Seventeen (17) of Morningside  
 Addition to the city of Tulsa, Tulsa County, Okla-  
 homa, according to the amended plat of the amended  
 plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1,120 and issued  
 Receipt No. 11,293 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 25 day of 7, 1923

W. W. Stuckey - County Treasurer  
R. B.

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 Three Thousand and No/100 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date  
 according to the terms of 4 certain promissory note 8 described as follows, to-wit:

One note in the sum of Seven Hundred and Fifty (\$750.00) Dollars  
 due on or before 6 months after date.  
 Note Number Two in the sum of Seven Hundred and Fifty (\$750.00)  
 Dollars due on or before One year after date.  
 Note Number Three in the sum of Seven Hundred and Fifty (\$750.00)  
 Dollars due on or before 18 months after date.  
 Note Number Four in the sum of Seven Hundred and Fifty (\$750.00)  
 Dollars due on or before Two years after date.

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.  
 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 Three Hundred 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 24th day of July, 1923

L. B. Hoss

SEAL

Hazel McCarty Hoss

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 24th  
 day of July, 1923 personally appeared

L. B. Hoss and Hazel McCarty Hoss, his wife

and -----  
 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 Jan. 26, 1927. (Seal.) Helen Carnahan. Notary Public

I hereby certify that this instrument was filed for record in my office on 24 day of July, A. D., 1923  
 at 4:10 o'clock P. M. Book 439, Page 360

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