

COMPARED

Overbay Bros., Binders

237583 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. E. Hunter and Florence E. Hunter, his wife  
 of Tulsa County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to A. E. Smith  
 of Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of lots (15 & 16) in Block Two (2) of Orchard  
 Addition to the city of Tulsa, Tulsa County Oklahoma  
 according to the recorded plat thereof.

This mortgage is given subject to a first mortgage of  
 (\$1500.00)

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 Two Hundred and Ninety \$290.00 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date  
 according to the terms of Twelve certain promissory note as described as follows, to-wit:

the first note due and payable Oct. 8th, 1923 Twenty Five  
 Dollars and interest on the unpaid balance Note No. twelve  
 is in the amount of \$15.00

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$290.00 and issued  
 Receipt No. 11032 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 9 day of Aug. 1923.

W. W. Stuckey County Treasurer

P. J. B.

Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 part 1st of the first part hereby agree s, that in the event action is brought to foreclose this mortgage, we will pay a  
 reasonable attorney's fee of ten per cent DOLLARS  
 which this mortgage also secures.

Part 1st of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 8th day of August, 1923.

O. E. Hunter

SEAL

Florence E. Hunter

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -, a Notary Public in and for said County and State on this 8th  
 day of August, 1923, personally appeared

O. E. Hunter  
 and Florence E. Hunter (his wife)  
 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 3/17/26 (Seal) D. Ed. Chase, Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of August, A. D., 1923  
 at 12:00 o'clock - M. Book 439, Page 426

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