

COMPARED

Overhay Bros., Binders

237831 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. W. Haynes and Ruth C. Haynes, his wife  
 of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to H. R. Moffatt  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The North Forty-five (N45') feet of the South  
 Ninety (S90') of Lots Eleven (11) and Twelve  
 (12) of Block Twenty-five (25) in College  
 Addition to the city of Tulsa, Tulsa County,  
 Oklahoma, according to the recorded plat thereof.

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 and 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 36 certain promissory note 8 described as follows, to-wit:

Thirty five notes date Aug. 5th 1923, in the sum of \$28.20 each,  
 the first of which becomes due Sept. 5th 1923 and one on the 5th  
 of each and every months thereafter for a period of thirty five  
 months and one note dated Aug. 5th 1923 in the sum of \$1425.57  
 due and payable Aug. 5th, 1926. All notes bear interest from  
 maturity at the rate of 8% per annum.

## TREASURER'S ENDORSEMENT:

I hereby certify that I received \$ 80 and issued  
 Receipt No. 1059 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 13 day of Aug, 1923

County Treasurer

W. H. Stucky, P.B.  
 Deputy

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, they will pay a  
 reasonable attorney's fee of fifteen dollars and ten per cent DOLLARS  
 which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 19th day of July, 1923

W. W. Haynes

SEAL

Ruth C. Haynes

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W. W. Haynes, a Notary Public in and for said County and State on this 19th  
 day of July, 1923 personally appeared

and Ruth C. Haynes, 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 March 18, 1927. (Seal)

W. Warren Ferrell,

Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of August A. D., 1923  
 at 8:00 o'clock A. M. Book 439, Page 442

By Brady Brown, Deputy. (Seal)

O. G. Weaver,

County Clerk