

COMPARED

Overbay Bros. Binders

237904 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Irene G. Hilditch and John E. Hilditch, her husband,
 of Tulsa County, Oklahoma, part 198 of the first part, have
 mortgaged and hereby mortgage to L. L. Brundred
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot One (1) Block Seventeen (17) in Morningside Addition
 to the city of Tulsa, Tulsa County, Oklahoma, according
 to the amended plat of the amended 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 Six 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 6 certain promissory note S described as follows, to-wit:

One note in the sum of Five Hundred and No/100 due on or before 6 Months from
 date. Note Number two in the sum of Five Hundred and No/100 due on or before one
 year from date.
 Note Number Three in the sum of Five Hundred and No/100 due on or before 18 months
 from date.
 Note No. Four in the sum of Five Hundred and No/100 due on or before Two years
 from date.
 Note No. Five in the sum of Five Hundred and No/100 due on or before 30 mo's from
 date.
 Note No. Six in the sum of Three Thousand and Five Hundred Dollars due on or before
 Three years after date.

Deputy
 County Treasurer
 Dated this 13 day of Aug. 1923
 I hereby certify that I received \$3000
 from the within mortgage
 for the No. 1064- therefor in payment of mortgage

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 party 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, ies will pay a
 reasonable attorney's fee of Six Hundred and No/100 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 10th day of August, 19 23

Irene G. Hilditch

SEAL

John E. Hilditch

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August 23, a Notary Public in and for said County and State on this 11th
 day of August, 19 23, personally appeared

Irene G. Hilditch

and John E. Hilditch, her husband

to me known to be the identical person 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 January 5, 1926. (Seal)

R. W. Lee,

Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of August, A. D., 19 23

at 2:30 o'clock P. M. Book 439, Page 448

By Brady Brown,

Deputy

(Seal)

O. G. Weaver,

County Clerk