

#238351 L H

Overbay Bros., Binders

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Susan Hamilton and William Hamilton her husband of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to L. H. Agard of Tulsa County, Oklahoma, part 2d of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

* The East Forty five (45) feet of the West Ninety (90) feet of Lots One (1) and Two (2) Block Twenty four (24) Irving Place Addition to the City of Tulsa, Okla. according to the recorded Plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$8.75 and issued Receipt No. 11175 therefor in payment of mortgage tax on the within mortgage.

Dated this 20 day of Aug 1923

W. W. Stackey, County Treasurer

R. L. B. 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 Fourteen hundred forty \$ 1440 DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable monthly pre-rated annually from date according to the terms of 36 certain promissory note 8 described as follows, to-wit:

Thirty six notes dated August 18th, 1923, all in the amount of \$40.00, each, the first of which is due and payable one month after date, and one note due and payable each and every month thereafter on the 18th. day of each month, until all notes have been paid in full together with interest at the rate of 8% per annum payable monthly on a pro-rates basis,

All notes signed by Susan Hamilton and William Hamilton.

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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part shall be entitled to the immediate possession 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 10 % of this mortgage and \$10.00 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 18th day of August, 1923.

Susan Hamilton SEAL

William Hamilton SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 18th day of August, 1923, personally appeared _____

Susan Hamilton

and William Hamilton, her husband

to me known to be the identical person 8 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 15- 1927 (Seal) J J Jackson Notary Public

I hereby certify that this instrument was filed for record in my office on 20 day of August, A. D., 1923 at 10:30 o'clock A. M. Book 439, Page 479

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