

COMPARED
#239052 NS

MORTGAGE RECORD NO. 456

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Henry M. Hadley and Carrie M. Hadley, (his wife)
a Tulsa, of Tulsa, County, Oklahoma, part 1st of the first part, have
mortgaged and hereby mortgage to G. H. Cline,
of part of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lot Seven (7) in Block Three (3)
Park View Place Addition to the City of
Tulsa, Tulsa County, Oklahoma, according
to the recorded plat thereof.

"This mortgage is given as a first mortgage and there
are no incumbrances against said property. All home-
stead rights are hereby expressly waived by us.

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 Four Hundred and Fifty and No/100 - - - -
DOLLARS,
with interest thereon at the rate of ten per cent, per annum, payable quarterly from date on the full amount unpaid
according to the terms of four certain promissory notes as described as follows, to-wit:

Three notes for One Hundred Dollars each and one note for
One Hundred and Fifty Dollars, dated August 28th, 1923,
and signed by Henry M. Hadley and Carrie M. Hadley First
note due and payable November 28th, 1923, second note No.
2, due and payable Feb. 28th, 1924, third note No. 3 due
and payable May 28th, 1924, and fourth note No. 4 due and
payable Aug. 28th, 1924.

I hereby certify that I received 08 and
Received 11330 dollars in payment of mortgage
tax of the within mortgage.

Given this 29 day of Aug. 1923
W. W. County
W.B.G.
Notary

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 \$25.00 and 10 per cent of the full amount unpaid xxxxxxx
which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly or not waive appraisal of said real estate and all benefit of
the homestead, exemption and stay laws in Oklahoma.

Dated this 28th day of August, 1923.

Henry M. Hadley, SEAL

Carrie M. Hadley SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August, 1923, a Notary Public in and for said County and State on this 28th
day of August 1923, personally appeared Henry M. Hadley and Carrie M.
Hadley, (his wife)

and they
to me known to be the identical person as 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 Dec. 27, 1926. (SEAL) Anna A. Muster, Notary Public

I hereby certify that this instrument was filed for record in my office on 29 day of Aug. A. D., 1923
at 3:50 o'clock P. M. Book 439, Page 526
By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk