

239174 M H

Overbas Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. J. Hacker and Lillian Hacker, his wife
 of Sand Springs, Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to Chas. Page
 of Tulsa part 1st of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot One (1) in Block Forty-one (41) in Oakridge Second Addition to the City of Sand
 Springs, 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 Five Hundred Sixty 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 one certain promissory note described as follows, to-wit:

One note for the principal sum of Five Hundred and Sixty (\$560.) Dollars Executed by A.
 J. Hacker and Lillian Hacker, his wife, above named mortgagors, to Chas. Page, or order,
 above named mortgagee, said note dated August 17th 1923, and due and payable in monthly
 instalments of Seventeen Dollars and Fifty Cents (\$17.50) per month; first monthly
 instalment of Seventeen Dollars and fifty Cents (\$17.50 due and payable on the 17th day of
 September, 1923, and a like instalment due and payable on the 1st day of each succeeding
 month until the whole sum with interest shall have been fully paid; failure to pay any
 instalment or interest when due shall cause the whole sum to be immediately due at the
 option of the holder.

This mortgage is executed subject to a first mortgage of local Building and Loan
 Association of Oklahoma City, Oklahoma, in the sum of Twenty-five Hundred Dollars (\$2500.)

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 Building 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 part 2d 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, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of Sixty and no/100 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 17th day of August 1923.

A. J. Hacker SEAL
Lillian Hacker SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August 23, a Notary Public in and for said County and State on this 17th
 day of August 1923, personally appeared
A. J. Hacker and Lillian Hacker, his wife

XXXX

to me known to be the identical person 3 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 May 14 - 1924 (Seal) Laura Stevens Notary Public

I hereby certify that this instrument was filed for record in my office on 31st day of August A. D., 1923.
 at 10 o'clock A. M. Book 439, Page 535
 By Brady Brown Deputy. Seal O. G. Wenver County Clerk