

# 239176 M H

Overbay Bros., Builders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frances P. Hill and Richard J. Hill wife and husband of Tulsa, Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to J. R. Cutchall of Tulsa County, Oklahoma, part 2nd of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Eighteen (18) Nineteen (19) and Twenty (20) in Block Three (3) Skidmore Addition, to the City of Tulsa, Oklahoma

THEATRE ENDORSEMENT

I hereby certify that I received 24 and found the same to be correct and true. 11/356  
31 aug. 3  
B. Quinn  
Notary

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 Twelve Hundred (\$1200.00) DOLLARS, with interest thereon at the rate of 10 per cent, per annum, payable annually from August 30th, 1923 according to the terms of one certain promissory note described as follows, to-wit: bearing even date herewith and given as evidence of the within indebtedness due aug. 31-1924

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.

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 2nd 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 One Hundred and fifty (\$150) DOLLARS which this mortgage also secures and agrees to keep said property insured in sum of \$1200

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 30th day of August, 1923

Frances P. Hill SEAL  
Richard J Hill SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August, 1923, a Notary Public in and for said County and State, on this 30th day of August, 1923 personally appeared Frances P. Hill

and Richard J. Hill, wife and husband to me known to be the identical person s 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 Nov. 8th 1924 (Seal) P. A. Chappelle Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of Aug, A. D., 1923 at 10.10 o'clock A M. Book 439, Page 537  
 By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk