

Overlay Brackets, Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. S. Hammond and Minnie Lee Hammond, his wife
 a Tulsa County, Oklahoma, part 109 of the first part, have
 mortgaged and hereby mortgage to Sam Miller
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot 4, Block 11, in the Lindsey's Second Addition to the city of Tulsa, according
 to the recorded plat thereof.

THIS INSTRUMENT IS FOR THE PURPOSE OF
 11395
 Date this 5 day of Sept, 1923
B. Quinn
 County

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 Seven Hundred DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable Semi annually from January 31, 1923
 according to the terms of One (1) certain promissory note described as follows, to-wit:

\$ 700.00/100

Tulsa Oklahoma, January 31, 1923

On or before twelve months after date, for value received, we promise to pay to
 the order of Sam Miller Seven Hundred (700) Dollars at Tulsa, Oklahoma without defalcation
 or discount with interest at the rate of 8 per cent. per annum payable semi-annually from
 March 31, 1923 until paid

Should any interest or principal not be paid when due, it shall bear interest at
 the rate of 10 per cent, per annum until paid. Interest on this note to be paid semi-
 annually. The principals endorers, sureties and grantors of this note hereby severally
 waive presentment and demand of payment, notice of non-payment protest and notice of
 protest, and extension of time of payment. If this note is not paid when due and is
 collected by an Attorney or by suit, principals, sureties and endorers agree to pay
 an Attorney's fee for the collection of same the sum of Ten Dollars and Ten per cent;
 of the amount remaining unpaid
 No 1
 Due Jan. 31, 1924
 Residence

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 109 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 shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 109 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 Ten DOLLARS
 which this mortgage also secures.

Part 109 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 27 day of April, 1923.

E. S. Hammond SEAL

Minnie Lee Hammond by SEAL
Remington Rogers her attorney in fact.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 21st
 day of August, 1923, personally appeared E. S. Hammond
and Minnie Lee Hammond, his wife by Remington Rogers, her attorney in fact,

and _____
 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 Nov. 16, 1926 (S'al) Lola McCoy Notary Public

I hereby certify that this instrument was filed for record in my office on 4th day of Sept. A. D., 1923
 at 1.40 o'clock P. M. Book 439, Page 554
 By Brady Brown Deputy. (S'al) O. G. Weaver County Clerk