

# 239820 M H

Overbay Bros. Binders

## REAL ESTATE MORTGAGE

## COMPARED

KNOW ALL MEN BY THESE PRESENTS, That Victor Hodge and Alberta B. Hodge, his wife  
 of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to L. S. Cogswell Lbr Co. Inc  
 of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty Two (22) in Block Three (3) Booker Washington to the City of  
 Tulsa, Okla, Tulsa County State of Oklahoma according to the recorded plat thereof

# This note is given for, and is an acknowledgement of the correctness of, the  
 account of L. S. Cogswell Lumber Company, for lumber and material furnished the  
 maker for the building of Addition to House on Lot 22 Block 3 Booker Washington  
 Addition to the City of Tulsa, Tulsa County, Oklahoma.

Victor Hodge 11480  
 Alberta B. Hodge 11

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 One Hundred Twenty Four and 64/100  
 with interest thereon at the rate of 10 per cent, per annum, payable annually from Sept-8-1923  
 according to the terms of One certain promissory note described as follows, to-wit:

\$224.64

Tulsa Oklahoma, Sept 8 1923

Four months after date, for value received -- promise to pay to the order of L. S.  
 Cogswell Lumber Company, \$One Hundred Twenty four and 64/100 Dollars at 123 No Boston  
 Tulsa, Okla without discount or defalcation, with interest at the rate of 10 per cent  
 per annum, payable annually, from above date 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 paid annually The  
 principals, endorsers, sureties and guarantors 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 endorsers 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.

Copy

Victor Hodge

Alberta B. Hodge

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part by hereby  
 covenant and agree to 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 mort-  
 gage or any interest installment, or the taxes, insurance premiums, or in case 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 parties of the first part hereby agree to, that in the event action is brought to foreclose this mortgage, will pay a  
 reasonable attorney's fee of One Hundred and 10 % of amount remaining unpaid DOLLARS  
 which this mortgage also secures.

Parties of the first part, for said consideration, do by hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 10th day of September, 19 23.

Victor Hodge SEAL

Alberta B. Hodge. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Victor Hodge, a Notary Public in and for said County and State on this 10th  
 day of September, 19 23 personally appeared

Victor Hodge

Alberta B Hodge his wife

and to me known to be the identical person who 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 22nd 1923 (Seal) David Beaver Notary Public

I hereby certify that this instrument was filed for record in my office on 11 day of Sept. A. D., 19 23

at 2.40 o'clock P. M. Book 439, Page 589

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