

#241448 NS

REAL-ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. C. Hughes, a single person,

of Tulsa, County, Oklahoma, part Y of the first part, has mortgaged and hereby mortgage to Geo. S. Guss, of part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Fifty-six (56 ft.) feet of Lots Twenty-eight (28) and Twenty-nine (29) in Block Seven (7), Hillcrest Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the Recorded Plat thereof.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$290 and issued Receipt No. 11815 for payment of mortgage tax on the above mortgage.  
Dated this 4 day of 10 1923.  
W. W. Stanley, County Treasurer  
O. S. B.

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 Two Thousand Nine Hundred Fifty and no/100 (\$2950.00) ----- DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable monthly ~~weekly~~ from date according to the terms of 74 certain promissory note, S described as follows, to-wit:

73 notes of even date numbered 1 to 73 inclusive each for the sum of \$40.00, first note due one month from date and one note due on the first of each and every month thereafter until all 73 notes are paid. One note of even date numbered 74 for the sum of \$30.00 due 74 months from date; All of the above notes bear interest at the rate of 8% per annum, interest payable monthly on entire deferred sum.

Permission is granted party of the firstpart to pay any or all of this mortgage at any time, before maturity.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby covenant S and agree S 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 on 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 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 second part Y shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of 10% of principal hereof and Ten DOLLARS, which this mortgage also secures.

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

Dated this 1st day of October, 1923

R. C. Hughes, SEAL  
SEAL

STATE OF OKLAHOMA, County of Tulsa, SS:

Before me, -----, a Notary Public in and for said County and State, on this 2nd day of October, 1923, personally appeared R. C. Hughes, a single man,

and ----- to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 Mar. 4, 1924. (SEAL) Harold J. Sullivan, Notary Public

I hereby certify that this instrument was filed for record in my office on 4 day of Oct., A. D. 1923 at 11:30 o'clock A. M.

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