

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. D. Bennett and Lida B. Bennett, (husband and wife,a Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to A. B. Hitchcock,of part. V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 150 and issued Receipt No. 11878 in payment of mortgage Lot Four (4) in Block Three (3) of Wakefield Addition to City of Tulsa, County of Tulsa, State of Oklahoma, as per the duly recorded plat thereof.

Dated this 9 day of Oct, 1923
W. W. Stuckey, County Treasurer
S.B.
 Deputy

This mortgage is given subject to a first mortgage, favor of Oklahoma City Building & Loan Association in the sum of \$2850.00, payable \$39.92 per month; one of which payments have been made.

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 Twenty Five Hundred Forty Two and 42/100

(\$2542.42) DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable monthly from this date,

according to the terms of two certain promissory notes as described as follows, to-wit:

Tulsa, Oklahoma, October 1st, 1923. For value received, I, we, or either of us promise to pay to the order of A.B. Hitchcock, the sum of \$875.00, in installments of \$25.00 per month; said installments to be paid on or before the first day of each and every month hereafter beginning the first day of November 1923. Deferred payments to bear interest at the rate of 8% per annum from this date until paid; interest payable monthly in addition to principal monthly payment of \$25.00.

Tulsa, Oklahoma, October first 1923, On or before October first, 1926, after date, for value received, we promise to pay to the order of A. B. Hitchcock, 1667.42, at Tulsa, Oklahoma, with interest at 8% per annum after his date payable monthly. (Signed) H.D. Bennett, Lida D. Bennett.

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

Said parties 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 10% of face of mortgage. DOLLARS, which this mortgage also secures.

Parties 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 fourth day of October, 1923.

H. D. Bennett SEAL

Lida B. Bennett, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Fourth day of October, 1923, personally appeared H.D. Bennett and Lida B. Bennett, (husband and wife)

to me known to be the identical person as 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 April 17th, 1927. (SEAL) Chas. K. Warren, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Oct., A. D., 1923.

at 9:40 o'clock A. M.

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