

#242698 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. F. Hodges,
Tulsa, of Tulsa, County, Oklahoma, part Y of the first part haS
 mortgaged and hereby mortgage to W.B. Shuey
 of Tulsa, County, Oklahoma, part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Two (2) Block Eleven (11) Wakefield Addition to Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$/2⁰⁰ and issued Receipt No 12/04 in full payment of mortgage tax on the within mortgage.

Dated this 22 day of Oct 1923.

W. W. Shackey, County Treasurer

Deputy

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 and Fifty Dollars. (\$2050.00)

with interest thereon at the rate of eight per cent, per annum, payable \$50.00 monthly from December 1st, 1923 according to the terms of — certain promissory note — described as follows, to-wit:

Forty-one promissory notes, \$50.00 each,
interest at eight per cent interest payable
at payment of each note.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party..... 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 part..... of the first part hereby agree....., that in the event action is brought to foreclose this mortgage..... will pay a reasonable attorney's fee of..... DOLLARS, which this mortgage also secures.

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

Dated this 20 day of October 1923

J. F. Hodges

..SEAL..

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 20th
day of Oct. 1923, personally appeared J.F. Hodges, and W. B. Shuy

and 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 March 24, 1924. (SEAL) A. E. Neis, Notary Public.

I hereby certify that this instrument was filed for record in my office on 22 day of Oct. A. D. 1923
at 8:30 o'clock A. M.

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