

#242974 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. E. Hollingsworth and A. L. Hollingsworth, her husband,  
Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to W. H. Botkin  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Six 6, in Block three (3) of the  
 North side Addition to the City of  
 Tulsa, according to the recorded plat  
 thereof.

Subject to mortgage of \$500.00, to S.W.  
 Mtg. Co.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$2.00 and issued  
 Receipt No. 2173 for the payment of mortgage  
 tax on the within instrument.  
 Dated this 25 day of Oct. 1923  
 W. W. Buckley, County Treasurer

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 Fifty & No/100 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date.  
 according to the terms of one certain promissory note described as follows, to-wit:

One note in the sum of \$150.00 dated October 20th 1923, Due  
 in payments of \$15.00 per month beginning, Nov. 20, 1923,  
 bearing interest at 8% per annum payable semi-annually from  
 date. Signed by O.E. Hollingsworth nee O.E. Travis, and  
 A.L. Hollingsworth.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 part Y 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 \$50.00 & 10% of mtg. 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 20th day of October, 1923

O.E. Hollingsworth, nee O.E. Travis,

A. L. Hollingsworth, 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 October, 1923, personally appeared O.E. Hollingsworth, nee O.E. Travis,  
and A.L. Hollingsworth, her husband.

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 Sept. 8, 1927. (SEAL) J.E. Hardy, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Oct. A.D. 1923

at 3:10 o'clock P. M.  
Brady Brown, Deputy. (SEAL) O.G. Weaver, County Clerk.