

#2 44183 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Halliett D.E.Hall

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

Lot numbered Three Hundred fifty-eight (358) of the Re-Subdivision of Lots 6 to 15 inclusive, Block One (1), Rodgers Heights Subdivision, Tulsa County, Oklahoma, according to the recorded plat thereof.

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 and 00/100 -----

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 of even date herewith for \$100.00 and bearing interest at the rate of 8 % per annum payable semi-annually from date until paid. Note to become due on or before two years after date or November 9th, 1925.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby covenants S and agrees 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, ----- will pay a reasonable attorney's fee of Ten Dollars and Ten Percent ----- 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 9th day of November, 1923.

Halliett D. E. Hall SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 9th day of November, 1923, personally appeared, Halliett D.E.Hall

and ----- and ----- to me known to be the identical person ----- who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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. 24, 1925. (SEAL) Kathryn Sontag, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of Nov., A. D., 1923.

at 1 o'clock P. M.

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