

#245135 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frank L. Hicks and his wife, Charlottie P. Hicks,
Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Lon R. Stansbery,
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Twelve (12) in Block Fifteen (15) of the
 Re-subdivision of Block Six (6) and Lots One (1)
 Two (2) and Three (3) of Block Four (4) in
 Terrace Drive Addition to the City of Tulsa,
 Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 60 and issued
 Receipt 12613 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 23 day of Nov, 1923

W. W. Sackey, 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 Three Thousand and no/100 - - - - (\$3000)

eight

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~xxxx~~ from date

according to the terms of 20 certain promissory note, 8 described as follows, to-wit:

Twenty notes of even date, each for the sum of \$150.00 on
 principal, numbered 1 to 20, inclusive, Note No. 1, maturing
 one month from date and each consecutive note maturing every
 month thereafter until all of such notes are paid. Said prin-
 cipal sum of \$3000.00 bears interest at the rate of 8% per
 annum computed and payable monthly, each note having added to
 its face the interest from month to month as computed.

This mortgage is subject and inferior to a first mortgage in the
 amount of \$4000.00 now of record.

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 part ies 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 \$10.00 and 10% of unpaid principal hereof - - - - - 11111/
 which this mortgage also secures.

Part ies 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 22nd day of November, 1923

F. L. Hicks, SEAL

Charlottie P. Hicks, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 22nd
 day of November, 1923, personally appeared Frank L. Hicks and his wife, Charlottie P.
Hicks,

to me known to be the identical person 8 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 Aug. 21, 1924, (SEAL) C. E. Hart, Notary Public.

I hereby certify that this instrument was filed for record in my office on 22 day of Nov, A. D., 1923
 at 4:40 o'clock P. M.

By Brady Brown Deputy, O. G. Weaver, County Clerk.