

#245535 NS

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Margaret Hutchinson and J.W. Hutchinson, her husband,
of Tulsa, County, Oklahoma, part Y of the first part, ha B
mortgaged and hereby mortgage to Title Guarantee & Trust Company, Trustee,
of part Y 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 One (1) Ridgedale
Terrace Second Addition to the City of Tulsa,
Tulsa County, Oklahoma, according to the re-
corded plat thereof.

This is a Second Mortgage on the above property.

TREASURER'S ENDORSEMENT
I have received \$, 48 and issued
Serial No. 12688 of payment of mortgage
27 Nov 1923
W. W. Weaver 8B

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 Seven Hundred Sixty and no/100 (\$760.00) - - - - - 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:

Dated November 15th, 1923, for the sum of Seven Hundred Sixty
and no/100 Dollars (\$760.00) Payable in installments of Twenty
and no/100 Dollars (20.00) per month, said installments to be
paid on or before the 15th day of each and every month herein-
after beginning the 15th day of December 1923, deferred payments
to bear interest at the rate of 8 per cent per annum from date
until paid; interest payable semi-annually, If any of said in-
stallments become delinquent for 60 days the entire unpaid balance
shall at once become due and payable at the option of the holder.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby
covenant S and agree 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.

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, she will pay a
reasonable attorney's fee of SEventy Six and no/100 - - - - - DOLLARS,
which this mortgage also secures.

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

Dated this 15th day of November, 1923

Margaret Hutchison SEAL

J. W. Hutchison SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - -, a Notary Public in and for said County and State, on this 15th
day of November, 1923, personally appeared Margaret Hutchinson and J. W.
Hutchinson, her husband,

and - - - - -
to me known to be the identical person - - - - - 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 hand and official seal the day and year last above written.

My commission expires August 25th, 1927. (SEA L) Roy L. Ware, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Nov. A. D. 1923
at 4:40 o'clock P. M.

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