

COMPARED
#245926 NS

MORTGAGE RECORD NO. 1465

449
TREASURER'S ENDORSEMENT

Rec'd \$12783.12 and issued
in payment of mortgage

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. A. Hendryx, and Dora Hendryx, his wife, Lenny
of Osage County, Oklahoma, part ies of the first part, ha
mortgaged and hereby mortgage to John H. Stevens,
of part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lots Thirteen (13), Fourteen (14) Fifteen (15) Sixteen
(16) Seventeen (17) Eighteen (18) Nineteen (19) Twenty (20)
Twenty-One (21) Twenty-Two (22) Twenty-Three (23) and Twenty-
four (24) in Block Nineteen (19) in the Town of Skiatook, Tulsa,
County, Okla. according to the recorded plat thereof.

*** or collector, for collection whether suit is brought on same or not, then, and in
that event, to pay the owner or holder of this note, a fee of ten dollars and ten
per cent of the amount due, together with all expenses incurred in the collection
of the principal interest, or any part thereof.

(Copy)

J. A. Hendryx
Dora Hendryx.

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 Six Hundred and -00/100 - - - - -
DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable - - - - - annually from date hereof
according to the terms of one certain promissory note, described as follows, to-wit:

Copy Attached hereto.

\$600.00

Skiatook, Okla.
November 30, 1923,

One year after date, we, or either of us, promise to pay to the order of John
H. Stevens at The First National Bank of Skiatook, Skiatook, Oklahoma, Six Hund-
red and 00/100 Dollars, for value received, negotiable and payable at the office
of The First National Bank of Skiatook, Skiatook, Oklahoma, without defalcation
or discount, with interest at the rate of 10 per cent, per annum from date until
paid, defaulting interest to draw same rate as principal. We the makers and
endorsers jointly and severally waive presentment for payment, notice of non-
payment, protest, or notice, of protest, and consent that time of payment may be
extended without notice thereof to any of the sureties of this note. It is further
expressly agreed that if this note is placed in the hands of an attorney, or ***

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.

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 ies 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 Fifty and 00/100 - - - - - DOLLARS,
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 30th day of November, 1923.

J.A. Hendryx SEAL
Dora Hendryx SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - - a Notary Public in and for said County and State, on this 30th
day of November, 1923, personally appeared J. A. Hendryx and Dora Hendryx,

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 Feby. 23, 1924 (SEAL) Frank F. Cochran Notary Public

I hereby certify that this instrument was filed for record in my office on 4 day of Nov. A. D. 1923
at 2 o'clock P.M.

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