

#240814 NS.

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That V. A. Erwin and Ethel Erwin, husband and wife,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to E.S. Hutchison,  
 of Tulsa, County, Oklahoma, parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Sixteen (16), Hillcrest Park Addition to the  
 City of Tulsa, 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 Fourteen Hundred Thirteen and 44/100 -----  
 ----- DOLLARS,

with interest thereon at the rate of 8 1/2 per cent per annum, payable semi- annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

Note dated Sept. 24, 1923, and payable \$15.00 monthly on the 1st  
 day of October, November, December 1923, and January, 1924,  
 Beginning February 1st, 1924 the note is payable at the rate of  
 \$25.00 monthly on the 1st day of each month until fully paid.

It is a part of this contract that in the event of sale of the  
 property as covered by this mortgage that this mortgage becomes  
 due and payable at once at the option of the mortgagee.

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 parties 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, ----- will pay a  
 reasonable attorney's fee of One Hundred Forty and no/100 ----- 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 24th day of September, 1923.

V. A. Erwin

SEAL

Ethel Erwin,

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 24th  
 day of September, 1923, personally appeared V. A. Erwin, and Ethel Erwin, husband  
and wife,

to me known to be the identical persons 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 2-7-26 (SEAL) Clyde L. Sears, Notary Public.

I hereby certify that this instrument was filed for record in my office on 25 day of Sept., A.D. 1923

at 4:15 o'clock P. M.

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