

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S.M. Williams, Jr.

a Tulsa, County, Oklahoma, part ies the first part, have mortgaged and hereby mortgage to O.C. Hughes, of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) Block One (1) of Overlook Park  
Addition to the City of Tulsa, Tulsa County,  
Oklahoma, according to the recorded Plat thereof.

TREASURER'S ENDORSEMENT  
I have received \$22.00 and issued  
Receipt 13056 for payment of mortgage  
tax on this mortgage.  
Dated this 24 day of Dec, 1923  
W. W. Sullivan, County Treasurer  
S.B.  
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 Nineteen Hundred Seventy Four and 80/100 - - - -  
(\$1974.80) - - - - - Eight DOLLARS,  
with interest thereon at the rate of 8 per cent, per annum, payable Monthly xxx from date  
according to the terms of One certain promissory note, - - - described as follows, to-wit:

One note of even date in the amount of \$1974.80 payable monthly  
at the rate of \$32.15 such payment to include interest at the  
rate of 8% per annum, interest computed and payable monthly on  
entire deferred sum.

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, 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 V 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 10% of unpaid principal and Ten - - - - - 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 20th day of September, 1923.

S. M. Williams, Jr. SEAL  
SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - a Notary Public in and for said County and State, on this 20th day of September, 1923 personally appeared S.M. Williams, Jr.

and to me known to be the identical person, - - - who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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. 4, 1924 (SEAL) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Dec, A. D. 1923 at 8:30 o'clock A. M.

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