

## MORTGAGE RECORD NO. 465

#248394 NS

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W.A. Hughes and Sestos O. Hughes, his wife,  
 of Tulsa, Tulsa, County, Oklahoma, parties of the first part, has  
 mortgaged and hereby mortgage to Earle Walker,  
 of Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Nineteen (19) Block Two (2) Barton Addition to  
 the City of Tulsa; Tulsa County, Oklahoma, according  
 to the recorded plat thereof.

This mortgage is a second mortgage, the first being for  
 \$2500.00 given to the Home Building Loan Co.

Parties of the first agrees to keep buildings insured for  
 \$4000.00.

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 Hundred Dollars DOLLARS.

with interest thereon at the rate of 8% per cent, per annum, payable annually from  
 according to the terms of 12 certain promissory note S described as follows, to-wit:

One dated March 1st, 1922. Due March 1st, 1923. The  
 rest due the first of each month thereafter until all  
 are paid.

evidence of the within indebtedness.

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 ies 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 S that in the event action is brought to foreclose this mortgage, ies will pay a  
 reasonable attorney's fee of \$10.00 and 10% of the amt remaining unpaid DOLLARS,  
 which this mortgage also secures.

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

Dated this 27 day of April, 1923.

W.A. Hughes SEAL

Sestos O. Hughes, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ies a Notary Public in and for said County and State, on this 27  
 day of April, 1923, personally appeared W.A. Hughes and Sestos O. Hughes,  
his wife,

and ies  
 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 July 10, 1924. (SEAL) Ucal B. Killingsworth Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of Jan, A.D. 1924  
 at 11 o'clock A. M.

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