

Sand Springs, County of Tulsa, and State of Oklahoma, to-wit:

Lot Fourteen (14) in Block Three (3) of the original townsite of the town
(now city) of Sand Springs, as known and designated on the recorded plat
of said town (now city)

COMPARED

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part her heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, and these presents are upon this express condition, that whereas said H. L. Hutchison and Mamie E. Hutchison, his wife have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows;

a certain note of even date herewith, for Three thousand sixty seven 62/100 Dollars (\$3067.62) bearing interest at 7% per annum from date, interest to be compounded if not paid annually. Payable in installments of Forty (\$40) Dollars per month, payable on first day of each month for a period of five years, when the balance of principal and interest remaining unpaid shall be due and payable. Said monthly installments shall be applied to both principal and interest of note. Failure to pay any monthly installment when due pay at option of holder, cause whole to become immediately due and payable.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part her heirs and assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. And said mortgagors agree that they will until said debt is paid, keep said premises insured to the amount of 3000.00 dollars for the benefit of the holder of this mortgage in an insurance company acceptable to the mortgagee. If said sum or sums of money, mentioned herein, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. And the mortgagors agree that if suit is brought to foreclose this mortgage they will pay a reasonable attorney's fee of Fifty dollars to the plaintiff's attorney in such action, which fee this mortgage also secures.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

H. L. Hutchison

Mamie E. Hutchison

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Edward McLean, a Notary Public in and for said county and state, on this Fourth day of October A.D. 1923, personally appeared H. L. Hutchison and Mamie E. Hutchison (his 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.

My commission expires Aug. 20, 1927. (Seal)

Edward McLean, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Oct. 9, 1923, at 10:30 o'clock A.M. and recorded in Book 479, Page 204.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.