

TREASURER'S OFFICE
 I hereby certify that the sum of \$90.00 was received
 Receipt No. 12446
 Tax on the within instrument is \$0.00
 Dated this 21 day of Nov 1924
 W. W. Stuckey, County Clerk

272394 - BH

REAL ESTATE MORTGAGE.

This indenture, made this 6th day of August, A.D. 1924, between Earle G. Hastings, of the first part, and The West Tulsa State Bank of Tulsa, County, in the State of Oklahoma, of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of nine hundred and no/100 dollars, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, all of the following described real estate situated in Tulsa County, and State of Oklahoma, to-wit:

Lot six (6) block five (12) Terrace Drive addition to the City of Tulsa, Okla. as per the recorded plat thereof.

To have and to hold the same, 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 Earle G. Hastings, has this day executed and delivered one certain promissory note in writing to said party of the second part, for the sum of nine hundred dollars, dated West Tulsa Okla. Aug. 6, 1924, said note bearing interest from date at rate of 8%, note becomes due in three months from Aug. 6, 1924, same being payable to the West Tulsa State Bank at its office in West Tulsa, Okla. Note is signed by Earle G. Hastings. This mortgage is given subject to a prior mortgage of \$4700.00 payable to Tulsa Building & Loan Association of Tulsa, Okla., and the first part agree to keep the buildings insured for \$5600.00, and the mortgagee agree to pay \$90.00 attorney's fees on foreclosure.

Now, if said part of the first part shall pay or cause to be paid to said party of the second part, its heirs or 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 these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, 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 maybe assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums and interest thereon shall, and by these presents become due and payable, and said party of the second shall be entitled to the possession of said premises, and the said party of the first part for said consideration, does hereby specially waive an appraisalment of said real estate and all the benefit of the homestead, exemption and stay laws of the State of Oklahoma,

In witness whereof, the said party of the first part has hereto set his hand the day and year first above written.

Earle G. Hastings.

State of Oklahoma)
 Tulsa County) SS
 Before me, J. T. Chambers, a Notary Public, in and for County and State, on this 6th day of August 1924, personally appeared Earle G. Hastings, and to me known to be the identical person who executed the within and foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal the date above written.

(SEAL) J. T. Chambers, Notary Public.

My commission expires June 24, 1926.

Filed for record in Tulsa Co. Okla. on Nov. 20, 1924, at 9:30 A.M. recorded in book 497,