

215458 C.M.J.

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That Leila M. Holzhaus and W. L. Holzhaus, her husband
 a _____ of Tulsa County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to Nellie M. Thompson
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of lot three in Block one (Lot 3 of Block 1) in
 East Highland Addition to the city of Tulsa, Subject
 to a prior mortgage in the sum of \$2500. in favor of
 the Home Building and Loan Association of Tulsa, Okla.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$128 and issued
6528 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 2 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same

Deputy

This mortgage is given to secure the principal sum of _____

Twenty seven hundred and fifty (2750)

DOLLARS

eight

with interest thereon at the rate of _____ per cent, per annum, payable _____ semi _____ annually from _____ date

according to the terms of _____ One _____ certain promissory note _____ described as follows, to-wit:

Two years after date, we promise to pay to the order of Nellie M.
 Thompson, the sum of Twenty seven hundred and fifty (2750) dollar,
 with interest from date at the rate of eight per cent per annum
 payable semiannually.

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 _____ 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 \$10.00 plus ten per cent of balance due _____ 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 29th day of November, 1922.

Leila M. Holzhaus

SEAL

W. L. Holzhaus

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 29th
 day of November, 1922, personally appeared _____

Leila M. Holzhaus

W. L. Holzhaus her husband

and _____
 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 hand and official seal the day and year last above written.

My commission expires January 27, 1924 (Seal) C. G. Hough, Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of Dec, A. D. 1922.

at 3:00 o'clock P. M. Book 402, Page 63

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.