

The Hereby Paid Cash & Cash for, Subscribed, Vals.  
215903 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lydia Horner and Leo Horner, wife and husband  
a ..... of Tulsa ..... County, Oklahoma, part ies of the first part, ha. Y.9  
mortgaged and hereby mortgage to M. E. Mendes  
of ..... part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lots six (6) and Thirteen (13) in Block Four (4)  
Conservations acres sub-division to the city of  
Tulsa, according to the recorded plat thereof.

*RECEIVED*  
I hereby certify that I received \$ 564 and issued  
Receipt No. 6627 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 8 day of Dec 1922.  
WAYNE L. DICKEY, County Treasurer  
*E. L. L.* 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 .....

Seven hundred fifty and no/100 DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date

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

dated November 24, 1922 and payable at the rate  
of Fifteen dollars (\$15.00) per month, from date.

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 Y 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 Seventy-five and No/100 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 24 day of November, 19 22.

Lydia Horner SEAL

Leo Horner SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ..... a Notary Public in and for said County and State, on this 1st  
day of December, 19 22, personally appeared.....

Lydia Horner and Leo Horner, wife and 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 signature and official seal the day and year last above written.

My commission expires Dec. 2, 1925. (Seal) Arthur Ries Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Dec. 19 22

at 3:45 o'clock P. M. Book 402, Page 97

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