

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 17, 1922 at 3:10 o'clock P. M.
in Book 412, page 555

by F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

206781 C. J.

UNITED STATES OF AMERICA
STATE OF OKLAHOMA

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 60 and issued
Receipt No. 4324 therefor in payment of mortgage
tax on the within mortgage.

Dated this 17 day of Aug 1922
WAYNE L. DICKEY, County Treasurer

COMPARED

TITLE
GUARANTEE and TRUST
COMPANY

DOLLARS
\$1000.00

OKLAHOMA

FIRST MORTGAGE

Deputy
KNOW ALL MEN BY THESE PRESENTS:

That Joe Zabienski and Augusta Zabienski, his wife of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to TITLE GUARANTEE & TRUST COMPANY of Tulsa, Oklahoma party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit:

Lot three (3) Block Two (2), Nixon Trotter Heights Addition to the

City of Tulsa, Oklahoma, according to the recorded plat thereof.

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

This mortgage is given to secure the principal sum of one thousand No/100 Dollars, with interest thereon at the rate of 8 per cent per annum, payable semi annually from date, according to the terms of one certain promissory note, described as follows, to-wit:

One note in the sum of One Thousand (\$1000.00) Dollars, dated August 16th, 1922, due August 16th, 1925, executed by Joe Zabienski and Augusta Zabienski, his wife, in favor of the Title Guarantee & Trust Co.

(Privilege reserved to pay note at any interest date on or after one (1) year.)

executed by the makers hereof, of even date herewith, due and payable to the order of the second party, with interest thereon at the rate of 8 per centum per annum until due, and at the rate of ten per centum per annum after maturity.

The interest before maturity is further evidenced by six coupons attached to the principal note, principal and interest payable at the place designated in said note and coupons.

The parties of the first part hereby make the following special covenants to and with said party of the second part and their assigns, to-wit:

FIRST. That said first parties will procure separate policies of insurance against fire and tornadoes, each in the sum of two thousand and No/100 Dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns, and made payable to the mortgagee or assigns as his or their interest may appear.

SECOND. That the first parties will pay all taxes and assessments, whether general or special, lawfully levied or assessed on said premises before the same become delinquent.

THIRD. That the said first parties will keep and maintain all improvements on the premises in good condition; commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition.

FOURTH. Upon any breach of the first, second or third special covenants of