

229517 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We, C. McIntosh and L. A. McIntosh, husband and wife,a _____ of Tulsa County, Oklahoma, part ies of the first part, ha ve
mortgaged and hereby mortgage to Michael Sauberof _____ part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:All of Lots fifty-seven (57) and fifty-eight (58) in Block Three
(3), College View Addition to the city of Tulsa, Tulsa County,
Oklahoma, according to the recorded plat thereof.

TREASURER'S OFFICE
I hereby certify the interest of \$1725.00
Receipt No. 9290
tax on the _____
Dated this 4 day of May 1923
WAYNE L. DAVIS, Clerk

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 _____

One Thousand Seven Hundred twenty-five (\$1725.00) DOLLARS,with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from dateaccording to the terms of one certain promissory note _____ described as follows, to-wit:One note in the sum of \$1725.00 dated May 1st, 1923, payable in monthly installments
of \$25.00 each, beginning June 6th, 1923 and one installment in the sum of \$25.00 due
and payable on the 6th day of each succeeding month thereafter until the whole of said
principal is paid. Interest payable semi-annually.This mortgage is given as a second and junior mortgage on the above described property
to a certain mortgage in the sum of \$1600.00 given by Michael Sauber and Marie Sauber
to J. M. Redding, same being dated May 1st 1923 and due three years after 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 V 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 and ten per cent of unpaid balance 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 1st day of May, 19 23C. McIntosh

SEAL

L. A. McIntosh

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 May, 19 23, personally appeared _____C. McIntoshand L. A. McIntosh, husband and wifeto 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 4/13/24 (Seal) Beatrice Hoff, Notary Public.I hereby certify that this instrument was filed for record in my office on 4 day of May, A. D., 19 23at 2:40 o'clock P. M. Book 439, Page 460By Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk.