

229999 C.M.J.

**REAL ESTATE MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, That Ruth L. Martindale and D. M. Martindale, her husband,

a \_\_\_\_\_ of \_\_\_\_\_ Tulsa \_\_\_\_\_ County, Oklahoma, part \_\_\_\_\_ of the first part, have \_\_\_\_\_ mortgaged and hereby mortgage to \_\_\_\_\_ H. R. Richardson, \_\_\_\_\_

of..... part 5 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Eleven (11), Block Fifteen (15), in Hill Crest Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

I hereby certify that I received on 56 and issued  
check No. 9390 the above stated amount in mortgage  
tax on the within mortgage.

WAYNE L. DICKEY, County Treasurer

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.

Twenty-eight Hundred and No/100 (\$2,800.00) DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from May 6th, 1922,

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

One note dated May 6th, 1922, for \$2800.00 due in two years from date; interest at 10% payable semi-annually.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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. and to insure, and keep insured in favor of second party, buildings on said 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 parties 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 Two Hundred Eighty and no/100 DOLLARS, which this mortgage also secures.

Part. 108 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 28th day of March, 19 23

Ruth L. Martindale

D. M. Martindale

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 28th  
day of March, 1923, personally appeared \_\_\_\_\_

Ruth L. Martindale

and D. M. Martindale, her husband

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 Oct. 9, 1926. (Seal) Elizabeth Hall, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of May A. D., 1923

at 1:00 o'clock P. M. Book 430, Page 493

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.