

231128 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That **Annie L. Lindy and H. V. Lindy, her husband**a \_\_\_\_\_ of **Tulsa** County, Oklahoma, part **ies** of the first part, ha **ve**mortgaged and hereby mortgage to **M. R. Travis**of \_\_\_\_\_ part **V** of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

**Lot Thirty-one (31) Block Two (2) Travis Heights Addition  
to the city of Tulsa, Oklahoma according to the recorded  
plat of said addition.**

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 Five Hundred Seventy-five and 00/100**

DOLLARS,

**eight**with interest thereon at the rate of \_\_\_\_\_ per cent, per annum, payable **semi** annually from **date**according to the terms of **three** certain promissory note **S** described as follows, to-wit:**One note for \$525.00 due on or before December 1st, 1923****One note for \$525.00 due on or before June 1st, 1924.****One note for \$525.00 due on or before December 1st, 1924.****All of said notes signed by Annie L. Lindy and H. V. Lindy, payable  
to the order of M. R. Travis.**

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, 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 **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 **they** will pay a reasonable attorney's fee **as provided in said notes** **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 **17th** day of **May**, 19 **23****Annie L. Lindy**

SEAL

**H. V. Lindy**

SEAL

STATE OF OKLAHOMA, County of **Tulsa**, ss:Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this **18th**day of **May**, 19 **23**, personally appeared \_\_\_\_\_**Annie L. Lindy**and **H. V. Lindy, her husband**to me known to be the identical person **S** who executed the within and foregoing instrument and acknowledged to me that **they** executedthe 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 **6-19-23** (Seal) **Jewell Guthrie,** Notary Public.I hereby certify that this instrument was filed for record in my office on **21** day of **May**, A. D., 19 **23**at **2:30** o'clock **P.** M. Book 439, Page **589**By **Brady Brown,** Deputy (Seal) **O. G. Weaver,** County Clerk.