

#231590 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We, H.S. Lundy and Mabel E. Lundy, husband and wife,a _____ of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to R.E. Fuller,

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

An undivided one-half interest in Lot Twenty seven (27)
Harter's Second Sub-division to the City of Tulsa, Oklahoma,
according to the recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 310 and issued
Receipt No. 9706 therefor in payment of mortgage
tax on the within mortgage.

Dated this 25 day of May, 1923
WAYNE L. LUCKY, County Treasurer

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 Thirty One Hundred Twenty five (\$3125.00) ---------- DOLLARS,
with interest thereon at the rate of eight per cent, per annum, payable semi- annually from May 24, 1923.according to the terms of ten certain promissory notes as described as follows, to-wit:

One for \$300.00 due on or before November 24, 1923.
One for \$300.00 due on or before May 24, 1924.
One for \$300.00 due on or before November 24, 1924.
One for \$300.00 due on or before May 24, 1925.
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One for \$300.00 due on or before May 24, 1926.
One for \$300.00 due on or before November 24, 1926.
One for \$300.00 due on or before May 24, 1927.
One for \$300.00 due on or before November 24, 1927.
One for \$1343.65 " on or before May 24, 1928.

All the above notes dated May 24, 1923 and bearing interest at the rate of
8% per annum from maturity.

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.

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 parties 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 ----- according to the terms of said notes. ----- DOLLARS, which this mortgage also secures.

Parties 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 25th day of May, 1923.

H. S. Lundy SEAL

Mabel E. Lundy SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 25th
day of May, 1923, personally appeared H.S. Lundy and Mabel E. Lundy, his wife,

to me known to be the identical person as 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 Nov. 1, 1925. (SEAL) Dave Gosney Notary Public.I hereby certify that this instrument was filed for record in my office on 25 day of May, A. D., 1923at 3:20 o'clock P. M. Book 439, Page 620By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk.