

COMPARED

MORTGAGE RECORD NO. 439

224661 O.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John H. Hinkel and Nellie Hinkel, his wife,

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, have

mortgaged and hereby mortgage to C. C. Walker

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

Lot Forty-four (44) in Springdale Acre Lot Addition
to the city of Tulsa, Tulsa County, Oklahoma, according
to the recorded plat thereof.

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 (\$150.00)

One Hundred Fifty and No/100 (\$150.00) DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable semi-annually from _____ date

according to the terms of one certain promissory note described as follows, to-wit: of even date herewith, payable and due September 16, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ^{ies} hereby
to keep said premises free from any and all foreclosure suits, and
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 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, _____ will pay a
reasonable attorney's fee of _____ as provided in said note and Fifty _____ 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 16th day of March, 1923

John H. Hinkel

SEAL

Nellie Hinkel

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 16th
day of March, 1923, personally appeared

John H. Hinkel and Nellie Hinkel, his wife,

and

to me known to be the identical person ^S who executed the within and foregoing instrument and acknowledged to me that they executed
their
the same as _____ 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 Feb. 19, 1924. (Seal) Edgar M. Lee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of March, A. D., 1923

at 1:00 o'clock P. M. Book 439, Page 92

By Brady Brown, Deputy, O. G. Weaver, County Clerk.