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226891 C. J.

REAL ESTATE MORTGAGE

COMPARED

I hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of the County of Tulsa, Oklahoma.

Witness my hand and seal of office this 7th day of April, 1923.

W. L. DICKLEY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS, That Ruth L. Martindale, of Tulsa county, in the State of Oklahoma party of the first part, has mortgaged and hereby mortgage to Frank Lumley and Stella Lumley of Tulsa county, in the State of Oklahoma, parties of the

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

Lot Seventeen (17), Block Four (4), Fairmont Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof,

with all the improvements thereon, and appurtenances thereunto belonging, and warrant the title to the same

PROVIDED ALWAYS, And these presents are upon the express condition that whereas said Ruth L. Martindale, has this day executed and delivered one certain promissory note in writing to said parties of the second part, described as follows:

One note of even date herewith for the sum of \$800.00 payable \$25.00 per month, on the 6th day of each succeeding month hereafter, with interest at the rate of 8% per annum.

Providing this note is paid within thirty days hereof a discount of \$100.00 will be allowed.

NOW. If the said party of the first part shall pay or cause to be paid to the said parties of the second part, their heirs, assigns, the sum of money in above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same by law are due and payable, then the whole of said sum or sums, and interest thereon, shall and by these presents become due and payable, and said parties of the second part shall be entitled to the possession of said premises.

Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company to the satisfaction of the legal holder or holders of this mortgage, to the amount of ----- Dollars, loss, if any, payable to the mortgagee or ----- assigns. An attorney fee of ----- Dollars may be taxed and be made part of the costs of foreclosure, providing this mortgage is foreclosed by an attorney of record of this state.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand this 6th day of April A. D. 1923.

Ruth L. Martindale

STATE OF OKLAHOMA, }  
COUNTY OF TULSA } SS.

Before me, Elsie Fern Purdy a Notary Public in and for said County and State, on this 6th day of April 1923, personally appeared Ruth L. Martindale, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires 2-15-26

(SEAL)

Elsie Fern Purdy, Notary Public