

223393-GB  
FORM 911.

## REAL ESTATE MORTGAGE

COMPARED

THIS INDENTURE, Made this 2nd day of March, A. D. 1923, Between J. B. Wininger and Mellie Wininger, husband and wife, of Tulsa County, in the State of Oklahoma, parties of the first part, and Lillian Hollyman of Tulsa, Oklahoma party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One Thousand Fifty and no/100, DOLLARS, the receipt of which is hereby acknowledged do by these presents grant, bargain, sell and convey unto said party of the second part her heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Received of J. B. Wininger and Mellie Wininger the sum of \$1,050.00 for the payment of a mortgage on the within described premises.

Dated this 3rd day of March, 1923.

WAYNE L. LANEY, County Treasurer

Deputy

Lot Two Hundred Thirty Seven (237) to the Re-subdivision of lots 2, 3, 4, 5, 6, 7, 8, 9, and 10 Block Two (2) Rodgers Heights Subdivision, Tulsa County, Oklahoma, according to the recorded plat thereof.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment one promissory note of even date herewith for \$1,050.00 due according to the copy of the note attached hereto and made a part hereof:

\$1,050.00

Tulsa, Oklahoma, March 2, 1923.

For value received, I, we, or either of us promise to pay to the order of Lillian Hollyman, the sum of One Thousand Fifty and no/100 Dollars, (\$1,050.00) in installments of Fifteen and no/100 Dollars (\$15.00) per month; said installments to be paid on or before the First of day each and every month hereafter beginning the First day of April 1923. Deferred payments to bear interest at the rate of 8 per cent per annum from March 2, 1923, until paid; interest payable at option of the holder. Negotiable and payable at the First National Bank Tulsa, Okla. This note is secured by First mortgage on Lot 237 Block 2, in Rodgers Hts Addition to Tulsa, Oklahoma.

The makers and endorers hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest, and agree that extension of time for payment may be granted by the holders hereof without notice. In case of legal proceedings to collect this note, or in case this note is handed to an attorney for collection, I, We, or either of us, agree to pay ten per cent of the total amount herein, additional as attorney's fees. Maker shall have the right to pay any multiple of the installment at any installment payment date.

J. B. Wininger

Mellie Wininger.

made to \_\_\_\_\_ or order, payable at \_\_\_\_\_ with \_\_\_\_\_ per cent interest per annum, payable semi-annually and signed by \_\_\_\_\_ J. B. Wininger and Mellie Wininger.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances.

That they have a good right and authority to convey and encumber the same and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$500.00 for the benefit of the mortgagee and maintain such insurance during the existence of