

State of Oklahoma)

Tulsa County )

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COMPARED

Before me, the undersigned, a Notary Public, in and for said County and State on this 22nd day of May, 1923, personally appeared Margaret L. Rembert and H. B. Rembert, her husband, to me known to be the identical persons 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.

In witness whereof, I have hereunto set my hand and notarial seal the date above mentioned.

(SEAL) Neulsh McAllister, Notary Public.

My commission expires on the 16th day of January, 1927.

Filed for record in Tulsa County, Okla. on June 11, 1923, at 3:30 P.M. and duly recorded in book 455, page 315, By Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

232995 - BH

COMPARED

OKLAHOMA  
REAL ESTATE MORTGAGE.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.96 and issued Receipt No. 10008 thereon in payment of mortgage tax on the within mortgage.  
Dated this 11th day of June 1923.

WAYNE L. DICKEY, County Treasurer.

Know all men by these presents: That Margaret L. Rembert and H. D. Rembert, her husband, of Tulsa County, in the State of Oklahoma, parties of the first part, hereby mortgage to Julius Kahn of Tulsa, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: Lot twenty-four (24) in Block two (2) Barbondale, Tulsa County, Oklahoma, according to the recorded plat thereof; with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of one thousand & no/100 dollars with interest thereon at the rate of 8 per centum per annum, payable semi-annually from date, according to the terms of one certain promissory note described as follows: One promissory note dated May 22, 1923, in the sum of \$1000.00 due three (3) years after date, with interest at the rate of (8) per cent per annum from date, payable semi-annually; said note signed by the said Margaret L. Rembert and H. D. Rembert, her husband, made in favor of Julius Kahn;

First. The mortgagors represent that they have fee simple to said land, free and clear of all liens and encumbrances, except oil and gas lease, as appears of record; and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisal of said lands in case of sale under foreclosure.

Second. If said mortgagors shall pay the aforesaid indebtedness both principal and interest according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; otherwise to remain in full force and effect.

Third. Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness; and will pay any and all labor and material liens whether created before or after this date that are lawfully charged against said premises: