

Duchas Bros. Binders

231875 G.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. Abend and Della Abend, his wife
 of Tulsa County, Oklahoma, part 125 of the first part, has Y
 mortgaged and hereby mortgage to S. B. Rountree, a single woman
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Fifteen (15) Block Eleven (11), Lynch-Porsythe
 Addition to the city of Tulsa, Tulsa County, Oklahoma,
 according to the recorded plat thereof.

The city of Tulsa has paid the tax of 4.00
 on the above described premises for the year 1923.
 Dated this 29 day of May, 1923

WAYNE L. DICKLY, County Treasurer

Deputy

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 Four Thousand & No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable annually from date
 according to the terms of 66 certain promissory note S described as follows, to-wit:

Sixty Five (65) notes for Sixty (\$60.00) Dollars each and
 one note for One Hundred (\$100.00) Dollars, dated June 1st, 1923.
 First note payable July 1st, 1923 and the remaining ones on the
 first of each and every month thereafter until the entire amount
 shall have been paid in full. Privilege is given to pay any or
 all notes on or before due date.

This mortgage is given subject to a first mortgage to the Farm &
 Home Savings & Loan Association in the amount of Nine Thousand
 (\$9,000.00) Dollars, dated May 20, 1923 and payable in monthly
 installments.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 upon the premises. and to 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part Y shall be entitled to the immediate pos-
 session of the premises and all the 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 Twenty-five & No/100 and 10% of the amount remaining unpaid. DOLLARS
 which this mortgage also secures.

Part --- 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 19th day of May, 19 23.

A. Abend

SEAL

Della Abend

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, --- a Notary Public in and for said County and State on this 19th
 day of May, 19 23 personally appeared

A. Abend
 and Della Abend, his wife,
 to me known to be the identical person S 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 February 20th, 1924. (Seal) G. Renfro, Notary Public

I hereby certify that this instrument was filed for record in my office on 29 day of May, A. D., 19 23
 at 5:40 o'clock P. M. Book 439, Page 10
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk