

COMPARED

#234883 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W.H. Lindzy and Leanna Lindzy, his wife,
 a Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to W.W. Adams,
 of part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The East forty (40) feet of Lots Nine (9), Ten
 (10) and Eleven (11), in Block Seventeen (17) of
 the Park Hill Addition to the City of Tulsa,
 Oklahoma, according to the amended plat thereof.

Subject to a mortgage to the Oklahoma Savings and Loan Association
 of Oklahoma City, Oklahoma, in the amount of \$2750.00 dated May 23rd
 1923.

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 Three Hundred Sixty and No/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi annually from ----- date
 according to the terms of one certain promissory note 8 ----- described as follows, to-wit:

One note for \$360.00, dated May 28th, 1923, payable in one
 year from date to W.W. Adams, with interest at 8 per cent from
 date.

TREASURER'S RECEIPT
 I hereby certify that the above described 360.00 and issued
 Receipt No. 10460 for the same in payment of mortgage
 tax on the within instrument.
 Dated this 5 day of July, 1923.
W.W. Stuckey, County Treasurer
286

evidence of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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.

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 party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee xxx Court costs and all other expenses incurred collecting xxxxxx
~~xxxxxx~~ this note and interest, or any part thereof.

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 28th day of May, 1923.

W.H. Lindzy

SEAL

Leanna Lindzy

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 28th
 day of May, 1923, personally appeared W.H. Lindzy and Leanna Lindzy, his wife,

~~xxxx~~
 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 May 11th, 1923. (SEAL) Marie B. Kniedl, Notary Public

I hereby certify that this instrument was filed for record in my office on 3 day of July, A. D., 1923

at 11 o'clock A. M. Book 439, Page 235

By Brady Brown Deputy.

(SEAL)

O.G. Weaver,

County Clerk