

Goverby Bros. Binders

237219 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That David Lamm, and Nellie May Lamm, husband and wife,
of Tulsa, Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to The Title Guaranty and Trust Company
of Tulsa part 2 of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in Block One (1) Ridgedale Terrace
Second Addition to the city of Tulsa, Oklahoma,
according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$45 and issued
Receipt No. 2242 therefor in payment of mortgage
tax on the within mortgage.

Dated this 2 day of Aug 1923
W. W. Stucky County Treasurer
R. L. B. 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 Eight Hundred Fifty 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 described as follows, to-wit:

Dated August 1st, 1923, for the amount of Eight Hundred Fifty & No/100
Dollars (\$850.00) payable in installments to Twenty and No/100 Dollars
(\$20.00) per month; said installments to be paid on or before the 1st
day of each and every month hereafter beginning the 1st day of September
1923. Deferred payments to bear interest at the rate of 8 per cent per
annum from date until paid; interest payable semi annually. If any of
said installments become delinquent for 60 days the entire unpaid balance
shall at once become due and payable at the option of the holder.

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. 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 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 of Eighty Five and No/100 DOLLARS
which this mortgage also secures.

Parties 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 1st day of August, 1923.

David Lamm

SEAL

Nellie May Lamm

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, First, a Notary Public in and for said County and State on this First
day of August, 1923, personally appeared

David Lamm and Nellie May Lamm, his wife

and to me known to be the identical person, 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 August 10th, 1925. (Seal) F. D. Kennedy. Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of August A. D. 1923

at 4:00 o'clock P. M. Book 438, Page 407

By Brady Brown. Deputy. (Seal) O. G. Weaver. County Clerk