

COMPARED

MORTGAGE RECORD NO. 456

237731

M H

Overlaid Pross. Binder

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. E. Steiger and Ethel Steiger, his wife of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to Harman Linden part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot twenty-three (23), Block five (5), Reddin Addition to the City of Tulsa, Tulsa County ~~County~~ Oklahoma according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 120 and issued Receipt No. 11049 therefor in payment of mortgage tax on the within mortgage.

Dated this 11 day of Aug, 1923
W. W. Stuckey County Treasurer
G. S. B. J. 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 Nineteen Hundred Sixty-five and 00/100 on deferred balance DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable monthly from June date according to the terms of one certain promissory note described as follows, to-wit:

One installment note dated June 25th, 1923 in the amount of \$1965.00 payable in monthly installments of \$22.82 per month. Payments to apply first to the discharge of all interest due and balance to apply on principal. Interest to be at the rate of 8% per annum payable monthly on the deferred balance. The unpaid balance to become due and payable in thirty-six (36) months from date hereof.

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 building 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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 1st 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 Ten Dollars and Ten percent of said note DOLLARS which this mortgage also secures.

Part 1st 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 25th day of June, 1923.

H. E. Steiger SEAL
Ethel Steiger SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 25th day of June, 1923, personally appeared H. E. Steiger

and Ethel Steiger, his wife 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.

Witness my signature and official seal the day and year last above written.
My commission expires Mar 7 1925 (SEAL) Kathryn Sontag Notary Public

I hereby certify that this instrument was filed for record in my office on 10th day of August, A. D., 1923 at 8.30 o'clock A. M. Book 439, Page 435
By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk