

Overlay Bros. Binders

238788 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. A. Hindenach, a single man
 a _____ of Tulsa County, Oklahoma, part _____ of the first part, has
 mortgaged and hereby mortgage to Alice Giacomini
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots twenty-three (23) and twenty-four (24) in Block
 Seven (7) Abdo Addition to the city of Tulsa, Oklahoma.

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

Note dated July 2nd, 1923, payable one year after date.

DEED RECORDER'S ENDORSEMENT

I hereby certify that I received \$ 025 and issued
 Receipt No. 11268 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 27 day of Aug, 1923

W. W. S. _____, County Recorder

A. J.
 Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby
 covenant S and agree S 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 part Y shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part Y 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 Fifty No/100 DOLLARS
 which this mortgage also secures.

Part Y 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 7th day of July, 1923.

C. A. Hindenach

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 7th
 day of July, 1923 personally appeared _____

and C. A. Hindenach, a single man
 to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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 21-1927 (Seal) Dorothy Bager, Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of August, A. D., 1923
 at 10:30 o'clock A. M., Book 439, Page 510

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