

MORTGAGE RECORD NO. 456

Deputy Rec. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Roy Lynch and Francis Lynch, his wife, of Tulsa, Oklahoma, of Tulsa, County, Oklahoma, part^{ies} of the first part, have mortgaged and hereby mortgage to M. L. Little of Tulsa, Oklahoma, of Tulsa, County, Oklahoma, part^{ies} of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Seven (7) and Eight (8) in Block Four (4)
Frisco Addition to the City of Tulsa, Oklahoma.

Subject to a mortgage to the Oklahoma Savings &
Loan Association Loan of Twenty-two Hundred and
no/100 (\$2,200.00) Dollars, dated August 21, 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 Ten Hundred Twenty and no/100 DOLLARS.
(\$1,020.00) with interest thereon at the rate of ten per cent, per annum, payable annually from maturity according to the terms of 34 certain promissory note as described as follows, to-wit:

Numbered from # 1 to #34 ... # 1 due 1 month from date,
2 due 2 months from date, and so on.. each with 10%
interest thereon from maturity, all dated Sept. 5, 1923,
payable to the order of M. L. Little and signed by Roy
Lynch and Francis Lynch.

11429
Dated this 7 day of Sept 1923
W. W. Saecker, County Treasurer
B. J. Quinn
Deputy

evidence of the within indebtedness.

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.

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^{ies} 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 Ten Dollars & 10% of amount remaining unpaid DOLLARS which this mortgage also secures.

Part^{ies} of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benef. of the homestead, exemption and stay laws in Oklahoma.

Dated this 5th day of September 1923.

Roy Lynch SEAL

Francis Lynch SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Lydia M. Bickford, a Notary Public in and for said County and State on this 5th day of September, 1923 personally appeared Roy Lynch of Tulsa, Oklahoma,

and Francis Lynch, 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 July 21, 1927. (SEAL) Lydia M. Bickford, Notary Public

I hereby certify that this instrument was filed for record in my office on 6 day of Sept. A. D., 1923 at 11:30 o'clock A. M. Book 439, Page 560.

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