

COMPARED

MORTGAGE RECORD NO. 456

567

#239562 NS

Overbay Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Fred G. Love and His wife Marie L. Love,
 of Tulsa, County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to Herman Linden
 of Tulsa County, State of Oklahoma, part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty-four (24) Block Five (5)
 of Reddin Addition to the City of Tulsa,
 Tulsa County, Oklahoma, according to the
 Recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 96. and issued
 Receipt No. 11448 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 8 day of Sept 1923

W. W. Stuckey, County Treasurer

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 Sixteen Hundred Forty Five and 16/100
(\$1645.16) eight DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable Monthly annually from Date
 according to the terms of one certain promissory note described as follows, to-wit:

One note of even date in the amount of \$1645.16 payable
 monthly at the rate of \$24.70, said sum to include interest at the
 rate of 8% per annum, interest computed and payable monthly on
 entire unpaid sum. Said payments to continue for a period of
 36 months, at which time entire amount shall become due and
 payable.

This mortgage is inferior and subject to a B & L in the amount
 of \$2000.00, now of record.

For value received, I hereby certify that the within mortgage is full of the within mortgage, and same is hereby released.

Herman Linden

Signed and acknowledged before me this June 9 1924

Clayton County Clerk

By Brady Brown Deputy

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, 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 part y shall be entitled to the immediate pos-
 session 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 10% of principal hereof and Ten 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 benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 1st day of August, 1923

Fred G. Love SEAL

Marie L. Love, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August 23, 1923, a Notary Public in and for said County and State on this 1st
 day of August, personally appeared Fred G. Love and Marie L. Love
his wife,

xxx
 to me known to be the identical person a 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 March 4th, 1924 (SEAL) Harold J. Sullivan, Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of Sept A. D., 1923
 at 11:40 o'clock A. M. Book 439, Page 565

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