

Overday Press, Builders

232709 C.M.J. REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. A. Painter and Sylvia Painter
 of Tulsa County, Oklahoma, part Y of the first part, ha S
 mortgaged and hereby mortgage to Herman Linden
 of Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot No. Four (4) Block No. One (1) Mixon Trotter
 Heights Addition to the city of Tulsa, Tulsa
 County, Oklahoma, according to the recorded plat
 thereof.

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 Twenty Two Hundred Sixty eight Dollars and Sixty one cents (\$2268.61) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly annuity from date
 according to the terms of one certain promissory note described as follows, to-wit:

An amount of Twenty two Hundred Sixty Eight Dollars and sixty one
 cents to be paid at the rate of thirty dollars each month, for a
 period of thirty five months on the thirty sixth months the entire
 unpaid balance becomes due and payable, same to draw interest at
 8 per cent annually payable monthly from date.

Herman Linden
April 18-24
O. G. Weaver
Brady Brown
 By _____

9949
 June 23
 D. J.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 Y of the first part hereby agree, that in the event action is brought to foreclose this mortgage, Y will pay a
 reasonable attorney's fee of Two Hundred 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 29 day of May, 19 23.

H. A. Painter SEAL

Sylvia Painter SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May 19 23, personally appeared H. A. Painter
Sylvia Painter

and Sylvia Painter
 to me known to be the identical person S 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 Jan. 16, 1927. (Seal) D. C. Lange, Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of June A. D. 19 23
 at 4:00 o'clock P. M. Book 439, Page 82
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk