

235725 C.J. COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$120 and issued Receipt No 10622 therefor in payment of mortgage tax on the within mortgage.

Dated this 14 day of July 1923
W. W. Stucky, County Treasurer
P. B. Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That, H. L. Lambert and Anna Lee Lambert,
 husband and wife of Tulsa County, Oklahoma,
 parties of the first part, have mortgaged and
 hereby mortgage to Robt. H. Kistler, part----

of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: The West Half of Lot Four In Block Six in Highlands Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Nine Hundred Seventy Four and 40/100ths DOLLARS, with interest thereon at the rate of 8 per cent per annum, payable semi annually from date according to the terms of three certain promissory notes, described as follows, to-wit:

One note for \$300.00 due Nov. 1st, 1923; One Note for \$300.00 due
 May 1st 1924; One Note for \$374.40 due Nov. 1st, 1924.

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 on 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 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 said second part--- shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties 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 One Hundred DOLLARS which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 9th day of June 1923.

H. L. Lambert

Anna Lee Lambert

STATE OF OKLAHOMA,)
) SS.
 COUNTY OF TULSA)

Before me, a Notary Public, in and for said County and State, on this 9th day of June 1923, personally appeared H. L. Lambert and Anna Lee Lambert, husband and wife, to me personally 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 Jan. 10th, 1927 (SEAL) R. M. Alderson, Notary Public