

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C.A. Hindenach and E. R. Rudy,

of Tulsa, County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to W.D. Clintworth

of part V 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 in Block Four, and all improvements thereon, and it is agreed and understood that this mortgage is made subject to one first mortgage of Sixteen Hundred and Twenty-four dollars. It is agreed and understood that all stipulations in these presents contained shall bind their heirs and assigns, whomsoever it may be agrees to pay all taxes and assessments and to keep the said premises free from judgments mechanic liens or claims whatsoever which might be prior to the lien of this mortgage. The Mortgagee may at his option pay taxes and assessments or any bill, lien or claim incurred thereon. It is further agreed that the holder of this mortgage may at default of .... payments in this.... mortgage or the prior mortgage pay such assessment or tax and in that event shall collect all rentals or in that event the holder of this mortgage may appoint a receiver to collect all rentals and to make all payments.

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 Three Hundred and Seventy Five - - -

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from October 25th,

according to the terms of One certain promissory note - - described as follows, to-wit:

One note due in two years from date, Interest payable semi-annual at the rate of eight per cent per annum.

RECEIVED FOR DEPOSIT  
I have received \$ 96 and issued  
Receipt 12362 for payment of mortgage  
dated 9 Nov. 1923  
S.B. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 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 second part V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ies of the first part hereby agree S. that in the event action is brought to foreclose this mortgage, - - - will pay a reasonable attorney's fee of 10% 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 twenty-fifth day of October, 1923.

C.A. Hindenach SEAL  
E.R. Rudy SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - -, a Notary Public in and for said County and State, on this 29th day of October, 1923, personally appeared C.A. Hindenach and E.R. Rudy,

and - - - - - to me known to be the identical person - - - - - 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 30, 1925. (SEAL) Georgina B. Hammett, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Nov. A. D. 1923

10:40 o'clock A. M.

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